

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 2, 2021 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property**
- 2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm-8:00pm at the Singing River Mall Property Featuring Serabee**
- 3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property**

IV. Presentation Agenda

- 1. Rare Disease Day Proclamation**
- 2. National School Counseling Week Proclamation**

V. Business Agenda

- 1. Approval of an Agreement between LexisNexis and the City of Gautier**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to Acknowledge Bids and Award and Execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to Acknowledge Bids and Award and Execute a Contract with J.E. Talley Construction for the Town Commons Park, Phase 1 project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda **(All items approved in one motion)**

1. Approval of Minutes from Recessed Council Meeting held January 19, 2021
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
3. Authorization to change the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History from April Stennett to Babs Logan.
4. Authorization to accept a donation of field leveling equipment for the Parks and Recreation Department
5. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement
6. Authorization for the Gautier Police Department to accept a monetary donation from South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service vehicle.

VII. 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**

Recess until February 16, 2021
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 2, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property
2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm – 8:00pm at the Singing River Mall Property
3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property

NOTES:



GAUTIER PRESENTS

TASTY THURSDAY!



**GOOD EATS FROM AWESOME
FOODS TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY – TRUE WINGS– TONY'S
SMOKEHOUSE– THE SCRATCH KITCHEN– TWISTED MAGNOLIA,
TOBY'S SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS**

**25
FEB
11 AM**

**SINGING RIVER
MALL PROPERTY**

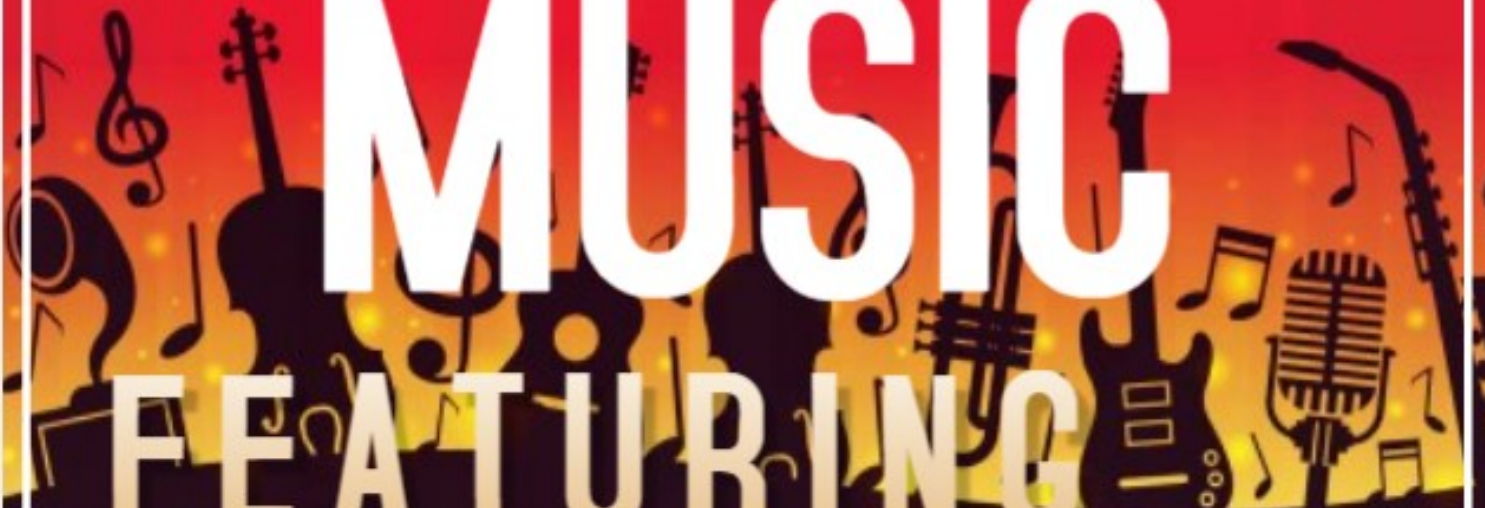
2800 HWY 90 GAUTIER, MS

FREE EVENT

CITY OF GAUTIER PRESENTS

CAN'T STOP THE

MUSIC
FEATURING

A collage of musical instruments and notes in yellow and orange tones, including a violin, a guitar, a microphone, and various musical notes, set against a red and orange gradient background.

SERABEE

2021 SATURDAY MARCH 13TH
6:00 PM UNTIL 8:00PM

.....
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

FREE EVENT

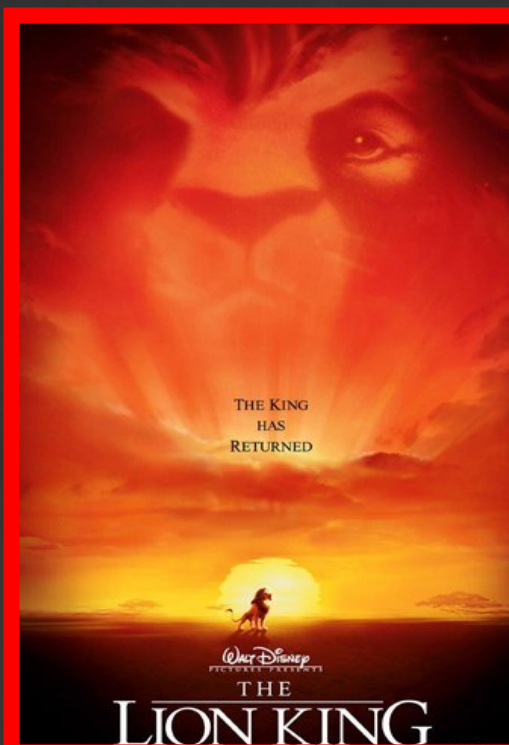


DRIVE IN MOVIE NIGHT

Featuring The Lion King

**March
26th**

7pm



**SR Mall Property
2800 Hwy 90**



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 2, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Rare Disease Day Proclamation
2. National School Counseling Week Proclamation

NOTES:

CITY OF GAUTIER PROCLAMATION

Whereas, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health (NIH);

Whereas, while each of these diseases may affect small numbers of people, rare diseases as a group affect almost 30 million Americans;

Whereas, even with proper diagnoses, only about 5 percent of rare diseases have a treatment approved by the FDA;

Whereas, most rare diseases are serious or life-threatening, chronic and progressive disorders that place substantial medical and financial burdens on patients and their families;

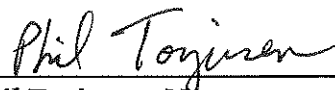
Whereas, while the public is familiar with some rare diseases, many patients and families affected by less widely known rare diseases bear a large share of the burden of funding research and raising public awareness to support the search for treatments;

Whereas, residents of **Gautier, Mississippi** are among those affected by rare diseases because nearly one in 15 Mississippians have rare diseases;

Whereas, the National Organization for Rare Disorders (NORD) is organizing a nationwide observance of Rare Disease Day on February 28, 2021;

Therefore, be it resolved that February 28, 2020, will be observed as Rare Disease Day in **Gautier, Mississippi**.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of February, 2021.



**Phil Torjusen, Mayor
City of Gautier**



CITY OF GAUTIER PROCLAMATION

A Proclamation Commemorating National School Counseling Week

WHEREAS, school counselors are employed by public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

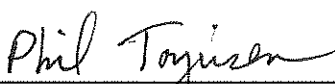
WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, do hereby proclaim February 1-5, 2021 as

NATIONAL SCHOOL COUNSELING WEEK

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of February, 2021.





Mayor Phil Torjusen
City of Gautier, Mississippi

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

**February 2, 2021
Approval of the Agreement between LexisNexis
and the City of Gautier**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of the Agreement between LexisNexis and the City of Gautier.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, LexisNexis is a provider of legal, regulatory and business information and analytics that help increase productivity and help manage work more efficiently; and

WHEREAS, the City Manager requests that City Council approve the attached agreement to afford city staff access to these resources; and

WHEREAS, the agreement would provide access for four (4) users for \$120.00 a month for the first year; and

WHEREAS, the contract has a built in 3% increase per year in years 2 & 3, which equates to approximately a \$3.00 per month increase in year two. By year three, the fee would be approximately \$127.00 per month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between LexisNexis and the City of Gautier 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: January 22, 2021
Subject: Approval of the agreement between LexisNexis and the City of Gautier

REQUEST:

The City Manager requests to approve the agreement between LexisNexis and the City of Gautier.

BACKGROUND:

LexisNexis is a provider of legal, regulatory and business information and analytics that help increase productivity and help manage work more efficiently. There are numerous times when the City Manager, City Clerk/ Comptroller, Grants and Projects Director and other staff, need to look up statutes, AG opinions or other Federal regulations/requirements. It is difficult to utilize the internet to find needed materials. This would provide the City Manager and 3 other users a legal search engine which would enable us to look up statutes, AG opinions, Federal Regulations, municipal guidebooks etc... with a simple query. They have a special rate for Government entities which is much less than private sector. We would have access to all federal and state materials with the subscription.

DISCUSSION:

The LexisNexis agreement provides access for four (4) users for \$120.00 a month for the first year. The contract has a built in 3% increase per year in years 2 and 3, which equates to approximately a \$3.00 per month increase in year two. In year three, the fee would be approximately 127.00 per month.

RECOMMENDATION:

The City Manager recommends that the City Council approve agreement with LexisNexis and the City of Gautier.

The Council May:

1. Approve the agreement with LexisNexis and the City of Gautier; or
3. Not approve the agreement with LexisNexis and the City of Gautier

ATTACHMENTS:

1. LexisNexis Agreement
2. LexisNexis Content Detail



"Subscriber" Name: Gautier City Manager

Account Number:

"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	<u>1</u>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 2 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	<u>3</u>
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2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
All Briefs Pleadings & Motions	1010612	1
All Legislative Bill Histories	1509667	1
MS Practice Library	1012389	1
City Attorney Premium	1011966	1
Trial Court Orders National	1512258	1
Verdicts & Settlements National	1010609	1
Core Public Records with SmartLinx	1004801	1

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
02/01/2021 - 03/31/2021	\$0.00
04/01/2021 - 03/31/2022	\$120.00
04/01/2022 - 03/31/2023	\$123.60
04/01/2023 - 03/31/2024	\$127.30

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Gautier City Manager	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Gautier City Manager	
Billing Frequency:	☒ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:	3330 Highway 90	
City:	Gautier	
State:	MS	
Zip:	39553	
County:		
Telephone:	228-497-8000	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Legislative ☐ Judicial ☐ Executive

Professional User: 1 Practicing Area of Law: _____

Support Staff: 3 Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate)

MSA: ☐ Yes ☒ No

☐ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	_____	_____	_____
Billing:	_____	_____	_____
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	_____	_____	_____
	Name	Telephone	
Super Admin:	_____	_____	
	Email	IP Address	
	_____	_____	

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

CITATORS

Unlimited *Shepard's*® Citations Service

FEDERAL CASES

U.S. Supreme Court from 1790
 U.S. Court of Appeals from 1789; 11 circuits, Federal Circuit and DC
 U.S. District Courts from 1789
 U.S. Bankruptcy Court from 10/79
 U.S. Customs Court Cases
 U.S. Court of Federal Claims, Claims Court & Court of Claims from 1856
 U.S. Court of International Trade Cases from 11/80
 U.S. Tax Court Cases, Memorandum Decisions & Board of Tax Appeals Decisions
 U.S. Court of Appeals for Veterans
 U.S. Commerce Court Cases
 U.S. Court of Customs & Patent Appeals Cases
 U.S. Supreme Court Cases, Lawyers Edition
 Armed Forces Court of Appeals and Courts of Criminal Appeals
 American Maritime Cases
 Tribal Cases

STATE STATUTES AND LEGISLATION

State Statutes, Municipal Codes, Constitutions, Court Rules and
 Advance Legislative Service from all 50 states, DC, PR, and VI
 Bill Tracking for all 50 states
 Pending Legislation (full text bills) for all 50 states

FEDERAL STATUTES & LEGISLATION

Bill Tracking Report – 101st through Current
 Committee Reports
 Congressional Full Text Bills – 101st through Current
 Congressional Record – 101st to current session
 Model Penal Code
 Tribal Statutory Codes
 U.S. Treaties
 Uniform Commercial Code (U.C.C.)
 Uniform Law Commission Model Acts
 United States Code Service – Titles 1 through 51
 USCS – Constitution of the United States
 USCS – Federal Rules Annotated
 USCS – Public Laws
 USCS Popular Names Table & USCS Statutes at Large Table

STATE CASES

Case law for all 50 states, including DC, PR, GU and VI

FEDERAL AGENCY & ADMINISTRATIVE & MATERIALS

Code of Federal Regulations & Federal Register
 U.S. Comptroller General Decisions from 7/21
 U.S. Attorney General Opinions from 1791
 Decisions from over 70 separate federal agencies, including:
 National Labor Relations Board Decisions
 Federal Energy Regulatory Commission Decisions
 SEC Decisions, Orders & Releases
 US Comptroller General Decisions
 Federal Communications Commission Decisions
 US Trademark Trial & Appeal Board Decisions
 Equal Employment Opportunity Commission Decisions
 Merit Systems Protection Board Decisions
 Immigration Precedent Decisions
 Armed Services Board of Contract Appeals Decisions
 AAA Labor & Employment Arbitration Awards
 ABA Formal & Informal Ethics Opinions
 Financial Industry Regulatory Authority Arbitration Awards
 US State Net Regulatory Text & Federal Regulation Tracking

STATE AGENCY AND ADMINISTRATIVE MATERIALS, INCLUDING:

State Administrative Codes from all 50 states and DC, PR, GU and VI
 Regulation Text and Tracking for all 50 states
 State Registers from: AR, CA, CT, DC, DE, FL, GA, HI, ID, IL, IN, IA, KS, LA, MD, ME, MA, MN, MS, MO, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TX, UT, VA, VI, VT, WA, WI, WY
 State Attorney General Opinions from all 50 states and DC
 Public Utility Commission Decisions from all 50 states and DC
 State Securities Agencies Decisions from all 50 states and DC
 Blue Sky – State Securities Administrative Decisions, No Action Letters, Releases
 State Taxing Authority Decisions from CA, CO, CT, IA, ID, IL, KS, KY, LA, MA, ME, MI, MO, MT, NC, NH, NY, OH, OK, PA, RI, SC, UT, VA, VT, WA, WI AND WV.
 Environmental Agency Decisions from: AL, AR, AZ, CA, GA, ID, IN, IL, KY, LA, MA, ME, MN, MS, MI, NH, NC, ND, NJ, NY, OH, OR, PA, SC, VT, WA, WV, WI, WY
 Workers' Compensation Decisions from: AK, AR, CO, CT, FL, HI, IA, ID, IL, KS, MA, MI, MN, MS, MT, NE, NJ, NY, NC, OH, OR, SC, SD, TX, UT, VA, VT, WA and WI
 Ethics Decisions from: AR, AZ, CA, DE, FL, GA, IN, KS, KY, MI, NE, NY, NYC, TN, VA, & WA

ALL LAW REVIEWS & JOURNALS

830+ Law Reviews & Journals, including the American
 Bankruptcy Institute Journal, Harvard Law Review, Florida Bar
 Journal and the Fordham Law Review.

DIRECTORIES

Martindale-Hubbell Law Directories, Marquis Who's Who, and
 extensive Directories spanning Expert Witnesses, Government
 Officials, Business Leaders, Judges and Scientists.

FEDERAL

Agency and Administrative Materials

Administrative Codes

CFR - Code of Federal Regulations
Code of Federal Regulations Archive

Administrative Materials

1995 Manual for Courts-Martial
1998 Manual for Courts-Martial
2000 Manual for Courts-Martial
2002 Manual for Courts-Martial
2008 Manual for Courts-Martial
2012 Internal Revenue Manual (IRM)
2012 Manual for Courts-Martial
2013 Internal Revenue Manual (IRM)
2014 Internal Revenue Manual (IRM)
AAA Employment Arbitration Awards
AAA Employment Arbitration Rules and Mediation Procedures
AAA Labor Arbitration Awards
ABA Constitution, Bylaws & Rules of Procedure
Agriculture Decisions
American Maritime Cases
Americans with Disabilities Act Title II Technical Assistance Manual
Americans with Disabilities Act Title III Technical Assistance Manual
Antitrust Guidelines For Collaborations Among Competitors
Armed Services Board of Contract Appeals Decisions
Army Corps of Engineers Board of Contract Appeals Decisions
Benefits Review Board Service Longshore Reporter
Board of Alien Labor Certification Appeals Decisions
Center for Public Resources Domain Decisions
Centers for Medicare & Medicaid Services (CMS)
Chief Counsel Notices
Civil Aeronautics Board Decisions
Civilian Board of Contract Appeals
Civilian Board of Contract Appeals Procedural Rules
Commodity Futures Trading Commission (CFTC) Decisions
Commodity Futures Trading Commission No-Action, Interp. & Exemptive Letters
Comptroller General Decisions
Country Reports on Human Rights Practices
CPSC Product Recalls
CPSC Unsafe Product Reports
CPSC Voluntary Standards
Defense Office of Hearings & Appeals Decisions
Department of Agriculture Board of Contract Appeals Decisions
Department of Education, Office of Hearings & Appeals Decisions
Department of Energy Board of Contract Appeals Decisions
Department of Interior ALJ Decisions
Department of Interior Board of Contract Appeals Decisions
Department of Interior Board of Indian Appeals Decisions
Department of Interior Board of Land Appeals Decisions
Department of Interior Secretary's Orders
Department of Interior Solicitor's Opinions
Department of Justice Business Review Letters
Department of Labor Administrative Review Board Decisions
Department of Labor Benefits Review Board
Department of Labor Board of Contract Appeals Decisions
Department of Labor ERISA Opinion Letters
Department of Labor Office of Federal Contract Compliance Programs
Department of Labor Sarbanes-Oxley Act Decisions
Department of Labor Wage & Hour Opinion Letters
Department of Transportation Aviation Decisions
Department of Transportation Bd of Contract Appeals Decisions
Department of Veterans Affairs, Office of General Counsel Decisions
Departments of Interior and Commerce NOAA Administrative Decisions
Dept of Defense Issuances, Administrative Instructions
Dept of Defense Issuances, Directives
Dept of Defense Issuances, Directive-Type Memorandums
Dept of Defense Issuances, Instructions
Dept. of Housing and Urban Development Office of Administrative Law Judge Decs.
Dept. of Housing and Urban Development Office of Appeals Decisions
Digest of Significant Classification Decisions & Opinions
DOE Office of Hearings and Appeals Decisions
DOI, Office of Hearings & Appeals, ALJ Decisions
DOJ TITLE VI LEGAL MANUAL
DOL Employees Comp. Appeals Board Decisions
DOL Labor Condition Applications Decisions
DOL Temporary Alien Employment Decisions
DOL Temporary Labor Certification Decisions
DOT FTA Administrative Staff Manuals and Instructions
DOT FTA Administrators Policy Letters
DOT FTA Americans With Disabilities Act Compliance Review Final Reports
DOT FTA Americans with Disabilities Act Letters of Finding
DOT FTA Annual Research Reports
DOT FTA Best Practices Procurement Manual
DOT FTA Circulars
DOT FTA Congressional Testimony
DOT FTA Environmental Decision Documents
DOT FTA News Releases
DOT FTA Research Publications and Reports
DOT FTA Sample FTA Agreements
DOT FTA Speeches
DOT NHTSA Annual Reports
DOT NHTSA Chief Counsel Interpretations
DOT NHTSA Crash Stats
DOT NHTSA Crashworthiness Research Reports
DOT NHTSA Investigations
DOT NHTSA National Automotive Sampling System Manuals
DOT NHTSA NHTSA and NCSA Reports
DOT NHTSA Presentations and Speeches
DOT NHTSA Press Releases
DOT NHTSA Reports Sent To Congress
DOT NHTSA State Highway Safety Plans
DOT NHTSA Studies and Reports
DOT NHTSA Testimony
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DOT PHMSA Pipeline Enforcement 2001 Older
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DOT PHMSA Pipeline Special Permits
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 National Mediation Board Decisions
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ALI CLE Course of Study - Antitrust Law in the 21st Century
ALI CLE Course of Study - Estate Planning for Distributions from Qualified Plans and IRAs
ALI CLE Course of Study - Immigration Law
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ALI CLE Course of Study - Investment Company Regulation
ALI CLE Course of Study - Investment Management Regulations
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ALI CLE Course of Study - Securities Litigation

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ABA Family Law Quarterly
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MANUAL FOR COURT - MARTIAL 2016
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Principles of the Law of Intellectual Property - Official Text
The Federal Antitrust Guidelines for the Licensing of Intellectual Property
The Franchise and Dealership Termination Handbook
United States Supreme Court Cases and Comments
US Supreme Court Lawyers' Edition 2d Annotations

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Congressional Record Retro (1873-1997)
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USCS - Constitution Archive from 1992
USCS - Constitution of the United States

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Court Rules

USCS - Court Rules Archive
USCS - Federal Rules Annotated

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U.S. Treaties on LEXIS
USCS - International Conventions

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AK - Alaska Administrative Code
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AL - Alabama Administrative Code
AL - Alabama Administrative Code Archive
AR - Arkansas Administrative Code
AR - Arkansas Administrative Code Archive
AZ - Arizona Administrative Code
AZ - Arizona Administrative Code Archive
CA - Barclays Official California Code of Regulations
CA - California Administrative Code Archive
CO - Colorado Code of Regulations
CO - Colorado Code of Regulations Archive
CT - Connecticut Administrative Code Archive
CT - Regulations of the Connecticut State Agencies
DC - Code of D.C. Municipal Regulations
DC - DC Administrative Code Archive
DE - Delaware Administrative Code
DE - Delaware Administrative Code Archive
FL - Florida Administrative Code Annotated
FL - Florida Administrative Code Archive
GA - Georgia Administrative Code Archive
GA - Rules and Regulations of the State of Georgia
GU - Guam Administrative Rules and Regulations
HI - Hawaii Administrative Code Archive
HI - Hawaii Administrative Rules
IA - Iowa Administrative Code
IA - Iowa Administrative Code Archive
ID - Idaho Administrative Code
ID - Idaho Administrative Code Archive
IL - Illinois Administrative Code
IL - Illinois Administrative Code Archive
IN - Indiana Administrative Code
IN - Indiana Administrative Code Archive
KS - Administrative Regulations
KS - Kansas Administrative Code Archive
KY - Kentucky Administrative Regulations
KY - KY Administrative Code Archive
LA - Louisiana Administrative Code
LA - Louisiana Administrative Code Archive
MA - Code of Massachusetts Regulations
MA - Code of Massachusetts Regulations Archive
MD - Code of Maryland Regulations (COMAR)
MD - Maryland Administrative Code Archive
ME - Code of Maine Rules
ME - Maine Administrative Code Archive
MI - Michigan Administrative Code
MI - Michigan Administrative Code Archive
MN - Minnesota Administrative Code Archive
MN - Minnesota Rules Administrative Code
MO - Missouri Administrative Code Archive
MO - Missouri Code of State Regulations
MS - Code of Mississippi Rules
MS - Mississippi Administrative Code Archive
MT - Administrative Rules of Montana
MT - Montana Administrative Code Archive
NC - North Carolina Administrative Code
NC - North Carolina Administrative Code Archive
ND - North Dakota Administrative Code
ND - North Dakota Administrative Code Archive
NE - Nebraska Administrative Code Archive
NE - Nebraska State Rules & Regulations
NH - New Hampshire Administrative Code Archive
NH - New Hampshire Code of Administrative Rules
NJ - New Jersey Administrative Code
NJ - New Jersey Administrative Code Archive
NM - New Mexico Administrative Code
NM - New Mexico Administrative Code Archive
NV - Nevada Administrative Code Archive
NV - Nevada Administrative Regulations

NV - Nevada Gaming Commission and State Gaming Control Board Regulations
 NY - New York Administrative Code Archive
 NY - New York Codes, Rules and Regulations
 OH - Ohio Administrative Code
 OH - Ohio Administrative Code Archive
 OK - Oklahoma Administrative Code
 OK - Oklahoma Administrative Code Archive
 OR - Oregon Administrative Code Archive
 OR - Oregon Administrative Rules
 PA - Pennsylvania Administrative Code
 PA - Pennsylvania Administrative Code Archive
 PR - Reglamentos Administrativos de Puerto Rico
 RI - Code of Rhode Island Rules
 RI - Rhode Island Administrative Code Archive
 SC - South Carolina Administrative Code Archive
 SC - South Carolina Code of Laws, Regulations
 SD - South Dakota Administrative Code
 SD - South Dakota Administrative Code Archive
 TN - Rules and Regulations of the State of Tennessee
 TN - Tennessee Administrative Code Archive
 TX - Texas Administrative Code
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 UT - Utah Administrative Code
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 VI - Code of U.S. Virgin Island Rules
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 WA - Washington Administrative Code
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 WI - Wisconsin Administrative Code
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 CA - California Regulatory Law Bulletin
 CA - California Regulatory Law Bulletin
 CT - Connecticut Law Journal
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 DC - District of Columbia Register
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 DE - Delaware Government Register
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 FL - Florida Administrative Weekly
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ALI CLE Course of Study - Accountants Liability
ALI CLE Course of Study - Advanced Employment Law and Litigation
ALI CLE Course of Study - Advanced Estate Planning Techniques
ALI CLE Course of Study - Advanced Law of Pensions, Welfare Plans & Deferred Compensation
ALI CLE Course of Study - Airline and Railroad Labor and Employment Law
ALI CLE Course of Study - Banking & Commercial Lending Law
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ALI CLE Course of Study - Commercial Real Estate Defaults, Workouts, and Reorganization
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ALI CLE Course of Study - Compensation for Executives and Broad-Based Employee Groups
ALI CLE Course of Study - Computer Software: Protection and Commercial Exploitation
ALI CLE Course of Study - Conference on Life Insurance Company Products
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ALI CLE Course of Study - Federal Lands in the West
ALI CLE Course of Study - Financial Services Modernization 2002: Implementation of the Gramm-Leach Bliley Act
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ALI CLE Course of Study - Trial Evidence
ALI CLE Course of Study - Uses of Insurance In Estate and Tax Planning
ALI CLE Course of Study - Wetlands Law

Law Reviews and Journals

Administrative Law Journal
Akron Journal of Constitutional Law and Policy - ConLawNow
Akron Law Review
Akron Tax Journal
Alabama Civil Rights & Civil Liberties Law Review
Alabama Law Review
Alaska Bar Rag
Alaska Law Review
Albany Government Law Review
Albany Law Environmental Outlook
Albany Law Journal of Science and Technology
Albany Law Review
American College of Bankruptcy Circuit Review and Best Practices Reports
American Criminal Law Review
American Indian Law Review
American Journal of Comparative Law
American Journal of Criminal Law
American Journal of Law & Medicine
American Journal of Legal History
American Journal of Trial Advocacy
American Law and Economics Review (UKALER)
American Review of International Arbitration
American University Business Law Review
AMERICAN UNIVERSITY INTELLECTUAL PROPERTY BRIEF
American University International Law Review
American University Journal of Gender Social Policy and the Law
American University Labor & Employment Law Forum
American University Law Review
Animal Law
Annals of Health Law

Annual Survey of International & Comparative Law
 Arizona Attorney
 Arizona Journal of Environmental Law & Policy
 Arizona Journal of International and Comparative Law
 Arizona Law Review
 Arizona State Law Journal
 Arkansas Law Review
 Asia Pacific Law Review
 Asian Law Journal
 Asian-Pacific Law & Policy Journal
 ASIL Newsletter
 Ave Maria Law Review
 Barry Law Review
 Baylor Law Review
 Berkeley Business Law Journal
 Berkeley Journal of African-American Law & Policy
 Berkeley Journal of Criminal Law
 Berkeley Journal of Employment and Labor Law
 Berkeley Journal of Gender, Law & Justice
 Berkeley Journal of International Law
 Berkeley Journal of Middle Eastern & Islamic Law
 Berkeley La Raza Law Journal
 Berkeley Technology Law Journal
 Boston Bar Journal
 Boston College Environmental Affairs Law Review
 Boston College International and Comparative Law Review
 Boston College Journal of Law & Social Justice
 Boston College Law Review
 Boston College Third World Law Journal
 Boston University International Law Journal
 Boston University Journal of Science and Technology Law
 Boston University Law Review
 Boston University Public Interest Law Journal
 Brigham Young University Education and Law Journal
 Brigham Young University International Law & Management Review
 Brigham Young University Law Review
 Brooklyn Journal of Corporate, Financial & Commercial Law
 Brooklyn Journal of International Law
 Brooklyn Law Review
 Buffalo Environmental Law Journal
 Buffalo Human Rights Law Review
 Buffalo Intellectual Property Law Journal
 Buffalo Journal of Gender, Law and Social Policy
 Buffalo Law Review
 Buffalo Public Interest Law Journal
 Business & Bankruptcy Law Journal
 Business Law International (IBA)
 Business Law Journal, University of California, Davis
 California Law Review & Online
 California Western International Law Journal
 California Western Law Review
 Campbell Law Review
 Canada - United States Law Journal
 Capital Defense Journal
 Capital University Law Review
 Cardozo Arts and Entertainment Law Journal
 Cardozo Journal of Conflict Resolution
 Cardozo Journal of International and Comparative Law
 Cardozo Journal of Law & Gender
 Cardozo Law Review & de novo
 Cardozo Public Law, Policy & Ethics
 Case Western Reserve Journal of International Law
 Case Western Reserve Law Review
 Catholic University Journal of Law and Technology
 Catholic University Law Review
 Cato Supreme Court Review
 CBA Record
 Chapman Law Review
 Charleston Law Review
 Charlotte Law Review
 Chicago Journal of International Law
 Chicago-Kent Journal of Intellectual Property
 Chicago-Kent Law Review
 Chicana/o Latina/o Law Review
 Children's Legal Rights Journal
 CITYLAW
 Cleveland State Law Review
 Clinical Law Review
 Colorado Natural Resources, Energy & Environmental Law Review
 Colorado Technology Law Journal
 Columbia Business Law Review
 Columbia Human Rights Law Review
 Columbia Journal of Asian Law
 Columbia Journal of Environmental Law
 Columbia Journal of European Law & CJEL Online
 Columbia Journal of Gender and Law
 Columbia Journal of Law & the Arts
 Columbia Journal of Law and Social Problems
 Columbia Journal of Race and Law
 Columbia Journal of Tax Law
 Columbia Journal of Transnational Law
 Columbia Law Review
 Columbia Science and Technology Law Review
 Commercial Law Journal
 Communication Law and Policy
 Comparative Labor Law & Policy Journal
 Competition Law International (IBA)
 Competition Policy International
 Connecticut Insurance Law Journal
 Connecticut Journal of International Law
 Connecticut Law Review
 Connecticut Public Interest Law Journal
 Constitutional Commentary
 Construction Law International (IBA)
 Cornell International Law Journal
 Cornell Journal of Law and Public Policy
 Cornell Law Review
 Court Review
 Creighton International and Comparative Law Journal
 Creighton Law Review
 Crime and Justice
 Criminal Law Forum
 Criminal Law Practitioner
 Cumberland Law Review
 CUNY Law Review
 Current Legal Problems (UK)
 Currents: International Trade Law Journal
 Delaware Journal of Corporate Law
 Delaware Law Review
 Delaware Lawyer
 Denver Journal of International Law and Policy
 Denver University Law Review
 DePaul Business & Commercial Law Journal
 DePaul Business Law Journal
 DePaul International Law Journal
 DePaul Journal of Art, Technology & Intellectual Property Law
 DePaul Journal of Health Care Law
 DePaul Journal of Sports Law
 DePaul Law Review
 Dispute Resolution International (IBA)
 Drake Journal of Agricultural Law
 Drake Law Review
 Drexel Law Review
 Duke Environmental Law and Policy Forum
 Duke Forum for Law & Social Change
 Duke Journal of Comparative and International Law
 Duke Journal of Constitutional Law & Public Policy
 Duke Journal of Gender Law and Policy
 Duke Law and Technology Review
 Duke Law Journal
 Duquesne Business Law Journal
 Duquesne Law Review

Ecology Law Quarterly & Currents
 Elon Law Review
 Emory Bankruptcy Developments Journal
 Emory Corporate Governance and Accountability Review
 Emory International Law Review
 Emory Law Journal
 Employee Rights and Employment Policy Journal
 Energy Law Journal
 Entrepreneurial Business Law Journal
 Environmental & Energy Law & Policy Journal
 Environmental Law
 ENVIRONS Environmental Law and Policy Journal
 Family Court Review - An Interdisciplinary Journal
 Federal Circuit Bar Journal
 Federal Communications Law Journal
 Federal Courts Law Review
 First Amendment Law Review
 FIU Law Review
 Florida Coastal Law Review
 Florida Journal of International Law
 Florida State University Journal of Land Use & Environmental Law
 Food and Drug Law Journal
 Fordham Environmental Law Review
 Fordham Intellectual Property, Media & Entertainment Law Journal
 Fordham International Law Journal
 Fordham Journal of Corporate & Financial Law
 Fordham Law Review
 Fordham Urban Law Journal
 George Mason Law Review
 George Mason University Civil Rights Law Journal
 George Washington International Law Review
 George Washington Journal of Energy & Environmental Law
 Georgetown Environmental Law Review
 Georgetown Immigration Law Journal
 Georgetown Journal of International Law
 Georgetown Journal of Law & Modern Critical Race Perspectives
 Georgetown Journal of Legal Ethics
 Georgetown Journal on Poverty Law and Policy
 Georgetown Law Journal
 Georgetown Law Journal Annual Review of Criminal Procedure
 Georgia Law Review
 Georgia State University Law Review
 Golden Gate University Environmental Law Journal
 Golden Gate University Law Review
 Gonzaga Law Review
 Hamline Journal of Public Law & Policy
 Hamline Law Review
 Harvard Civil Rights-Civil Liberties Law Review
 Harvard Human Rights Journal
 Harvard International Law Journal
 Harvard Journal of Law & Gender
 Harvard Journal of Law & Public Policy
 Harvard Journal of Law & Technology
 Harvard Journal on Legislation
 Harvard Journal on Racial and Ethnic Justice
 Harvard Latino Law Review
 Harvard Law & Policy Review
 Harvard Law Review
 Harvard Law Unbound-Journal of the Legal Left
 Harvard National Security Journal
 Harvard Negotiation Law Review
 Hastings Business Law Journal
 Hastings Communications and Entertainment Law Journal
 Hastings Constitutional Law Quarterly
 Hastings International and Comparative Law Review
 Hastings Law Journal
 Hastings Race and Poverty Law Journal
 Hastings Science & Technology Law Journal
 Hastings West-Northwest Journal of Environmental Law and Policy
 Hastings Women's Law Journal
 Hawaii Bar Journal
 Health Matrix
 Hofstra Labor & Employment Law Journal
 Hofstra Law & Policy Symposium
 Hofstra Law Review
 Houston Business and Tax Law Journal
 Houston Journal of Health Law & Policy
 Houston Law Review
 Howard Law Journal
 Howard Scroll: The Social Justice Law Review
 Human Rights & Globalization Law Review
 Human Rights Brief
 I/S: A Journal of Law and Policy for the Information Society
 Idaho Law Review
 IDEA: The Journal of the Franklin Pierce Center for Intellectual Property
 ILSA Journal of International & Comparative Law
 Indiana Health Law Review
 Indiana International & Comparative Law Review
 Indiana Journal of Global Legal Studies'
 Indiana Law Journal & Supplement
 Indiana Law Review
 Intellectual Property & Technology Forum at Boston College Law School
 International Journal of Communications Law and Policy
 International Journal of Legal Information
 International Legal Perspectives
 International Legal Theory
 Iowa Law Review
 Issues in Law & Medicine
 Ius Gentium
 Journal of Air Law and Commerce
 Journal of Animal Law & Ethics
 Journal of Business & Securities Law
 Journal of Business & Technology Law
 Journal of Civil rights and Economic Development
 Journal of Contemporary Health Law and Policy
 Journal of Contemporary Law
 Journal of Contemporary Legal Issues
 Journal of Corporation Law
 Journal of Dispute Resolution
 Journal of East Asia & International Law
 Journal of Empirical Legal Studies
 Journal of Energy & Natural Resources Law (IBA)
 Journal of Environmental and Sustainability Law
 Journal of Environmental Law & Litigation
 Journal of Ethics & Social Philosophy
 Journal of Health & Biomedical Law
 Journal of Health & Life Sciences Law
 Journal of Health Care Law & Policy
 Journal of High Technology Law
 Journal of Intellectual Property Law
 Journal of International and Comparative Law
 Journal of International Legal Studies
 Journal of Law & Cyber Warfare
 Journal of Law & Education
 Journal of Law & Family Studies
 Journal of Law & Politics
 Journal of Law & Social Challenges
 Journal of Law and Health
 Journal of Law and Policy
 Journal of Law, Economics and Policy
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 Journal of Legal Advocacy & Practice
 Journal of Legal Aspects of Sport
 Journal of Legal Economics
 Journal of Legislation
 Journal of Maritime Law and Commerce
 Journal of National Security Law & Policy
 Journal of Sports and Entertainment Law
 Journal of the Center for Children and the Courts
 Journal of the Copyright Society of the U.S.A.
 Journal of the Institute for the Study of Legal Ethics
 Journal of the Missouri Bar

Journal of The National Association of Administrative Law Judiciary
 Journal of Transnational Law & Policy
 Kansas Journal of Law & Public Policy
 Kansas Law Review
 Kentucky Law Journal
 Land and Water Law Review
 Law & Policy in International Business
 Law & Sexuality
 Law & Society Review
 Law and Business Review of the Americas
 Law and Contemporary Problems
 Law and History Review
 Law and Inequality
 Law and Psychology Review
 Law and Social Inquiry
 Law Practice
 Lawyers Journal
 Legal Writing: The Journal of the Legal Writing Institute
 Lewis & Clark Law Review
 Los Angeles Lawyer
 Louisiana Bar Journal
 Louisiana Law Review
 Louisiana State University Journal of Energy Law and Resources
 Loyola Consumer Law Review
 Loyola Journal of Public Interest Law
 Loyola Law and Technology Annual
 Loyola Law Review
 Loyola Maritime Law Journal
 Loyola of Los Angeles Entertainment Law Review
 Loyola of Los Angeles International & Comparative Law Review
 Loyola of Los Angeles Law Review
 Loyola University Chicago International Law Review
 Loyola University Chicago Law Journal
 Maine Bar Journal
 Maine Law Review
 Marquette Intellectual Property Law Review
 Marquette Law Review
 Marquette Sports Law Review
 Maryland Journal of Contemporary Issues
 Maryland Journal of International Law and Trade
 Maryland Law Review
 McGeorge Law Review
 Media Law & Policy
 Melbourne Journal of International Law
 Mercer Law Review
 Michigan Bar Journal
 Michigan Business & Entrepreneurial Law Review
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 Michigan Law & Policy Review
 Michigan Law Review
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 Michigan Telecommunications and Technology Law Review
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 Mississippi College Law Review
 Mississippi Law Journal
 Missouri Environmental Law and Policy Review
 Missouri Law Review
 Montana Law Review
 National Black Law Journal
 National Security and Armed Conflict Law Review
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 Nebraska Law Review
 Nevada Law Journal
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 New Criminal Law Review
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 New York Law School Journal of Human Rights
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 Nexus, A Journal of Opinion to Nexus: Chapman's Journal of Law & Policy
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 Northern Kentucky University Law Review
 Northeastern University Law Review
 Northwestern Journal of International Law and Business
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 Northwestern University Journal of International Human Rights
 Northwestern University Law Review & NULR Online
 Notre Dame Journal of International and Comparative Law
 Notre Dame Journal of Law, Ethics & Public Policy
 Notre Dame Law Review
 Nova Law Review
 NYU Journal of Law & Business
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 Ohio Northern University Law Review
 Ohio State Journal of Criminal Law
 Ohio State Law Journal
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 Oklahoma City University Law Review
 Oklahoma Law Review
 Orange County Lawyer
 Oregon Bureau of Labor and Industries
 Oregon Law Review
 Oregon Review of International Law
 Oregon State Bar Bulletin
 Pace Environmental Law Review
 Pace International Law Review
 Pace Law Review
 Pacific McGeorge Global Business and Development Law Journal
 Pacific Rim Law & Policy Journal
 Patently-O Patent Law Journal
 Penn State Environmental Law Review
 Penn State Journal of Law & International Affairs
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 Pennsylvania Bar Association Quarterly
 Pepperdine Dispute Resolution Law Journal
 Pepperdine Journal of Business, Entrepreneurship & the Law
 Pepperdine Law Review
 Phoenix Law Review
 Pittsburgh Journal of Environmental and Public Health Law
 Pittsburgh Tax Review
 Polish Yearbook of International Law
 Psychology, Public Policy, and Law
 Public Land & Resources Law Review

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 Regent Journal of International Law
 Regent University Law Review
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 Review of Banking & Financial Law
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 Revista Juridica Universidad de Puerto Rico
 Revista Juridica Universidad Interamericana de Puerto Rico Facultad de
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 Rocky Mountain Mineral Law Foundation Journal
 Roger Williams University Law Review
 Rutgers Business Law Review
 Rutgers Computer and Technology Law Journal
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 Rutgers Journal of Law and Religion
 Rutgers Law Journal
 Rutgers Law Record
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 Rutgers Race and the Law Review
 Rutgers University Law Review
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 San Diego International Law Journal
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 San Francisco Attorney
 San Joaquin Agricultural Law Review
 Santa Clara High Technology Law Journal
 Santa Clara Law Review
 Seattle Journal for Social Justice
 Seattle University Law Review
 Seton Hall Circuit Review
 Seton Hall Constitutional Law Journal
 Seton Hall Law Review
 Seton Hall Legislative Journal
 SMU Law Review
 SMU Science and Technology Law Review
 South Carolina Journal of International Law & Business
 South Carolina Law Review
 South Carolina Lawyer
 South Dakota Law Review
 South Texas Law Review
 Southeastern Environmental Law Journal
 Southern California Interdisciplinary Law Journal
 Southern California Law Review
 Southern California Review of Law and Social Justice
 Southern Illinois University Law Journal
 Southern University Law Review
 Southwestern Journal of International Law
 Southwestern Law Review
 St. John's Law Review
 St. Mary's Journal on Legal Malpractice & Ethics
 St. Mary's Law Journal
 St. Thomas Journal of Complex Litigation
 St. Thomas Law Review
 Stanford Agora
 Stanford Environmental Law Journal
 Stanford Journal of Animal Law and Policy
 Stanford Journal of Civil Rights & Civil Liberties
 Stanford Journal of International Law
 Stanford Journal of Law, Business and Finance
 Stanford Law and Policy Review
 Stanford Law Review
 Stanford Technology Law Review
 Stetson Law Review

Suffolk Journal of Trial & Appellate Advocacy
 Suffolk Transnational Law Review
 Suffolk University Law Review
 Supreme Court Economic Review
 Sustainable Development Law & Policy
 Sustainable Development Law Journal
 Syracuse Journal of International Law and Commerce
 Syracuse Journal of Legislation & Policy
 Syracuse Law Review
 Syracuse Science & Technology Law Reporter
 Temple International and Comparative Law Journal
 Temple Journal of Science, Technology & Environmental Law
 Temple Law Review
 Temple Political & Civil Rights Law Review
 Tennessee Bar Journal
 Tennessee Journal of Law & Policy
 Tennessee Journal of Race, Gender, & Social Justice
 Tennessee Law Review
 Texas Bar Journal
 Texas Environmental Law Journal
 Texas Hispanic Journal of Law & Policy
 Texas Intellectual Property Law Journal
 Texas International Law Journal
 Texas Journal of Oil, Gas and Energy Law
 Texas Journal of Women, Gender and the Law
 Texas Journal on Civil Liberties & Civil Rights
 Texas Law Review
 Texas Review of Entertainment & Sports Law
 Texas Review of Law & Politics
 Texas Tech Administrative Law Journal
 Texas Tech Law Review
 Texas Wesleyan Law Review
 The Advocate
 The Alabama Lawyer
 The American Business Law Journal
 The American Journal of Jurisprudence
 The American Journal of Tax Policy Archive
 The Annals of The American Academy of Political and Social Science
 The Appalachian Journal of Law
 The Appellate Advocate
 The Business, Entrepreneurship & Tax Law Review
 The BYU Journal of Public Law
 The Champion
 The Digest National Italian American Bar Association Law Journal
 The Dukeminier Awards Best Sexual Orientation Law Review Articles
 The Elder Law Journal
 The Fletcher Forum of World Affairs
 The Florida Bar Journal
 The Florida State University Law Review
 The George Washington Law Review & Arguendo
 The Georgetown Journal of Gender and the Law
 The Georgetown Journal of Law & Public Policy
 The Georgetown Public Policy Review
 The Green Bag
 The Harvard Environmental Law Review
 The Houston Lawyer
 The John Marshall Journal of Information Technology and Privacy Law
 The John Marshall Law Review
 The John Marshall Law School Review of Intellectual Property Law
 The Journal of Appellate Practice and Process
 The Journal of Catholic Legal Studies
 The Journal of Gender, Race & Justice
 The Journal of International Business & Law
 The Journal of Islamic Law & Culture
 The Journal of Law & Economics
 The Journal of Law and Commerce
 The Journal of Law in Society
 The Journal of Legal Analysis
 The Journal of Legal Studies
 The Journal of Medicine and Law
 The Journal of National Security Law

The Journal of Pharmacy and Law
 The Journal of the Legal Profession
 The Journal of World Energy Law and Business (UK)
 The Legal Studies Forum
 The Michigan Tax Lawyer
 The Modern American
 The Montana Lawyer
 The Ohio State Journal on Dispute Resolution
 The Pennsylvania Lawyer
 The Quinipiac Probate Law Journal
 The Record (of the Association of The Bar of the City of New York)
 The Review of Litigation
 The Scholar St. Mary's Law Review on Race and Social Justice
 The Scribes Journal of Legal Writing
 The Seventh Circuit Review
 The Sports Lawyers Journal
 The Supreme Court Review
 The Tennessee Journal of Practice & Procedure
 The Toledo Journal of Great Lakes' Law, Science & Policy
 The Tulane European and Civil Law Forum
 The Tulane Maritime Law Journal
 The University of Chicago Law School Roundtable
 The University of Chicago Legal Forum
 The University of the Pacific Law Review
 The University of the Pacific Law Review
 The Virginia Journal of Sports and the Law
 The Wayne Law Review
 The Yale Law Journal
 Thomas Jefferson Law Review
 Thurgood Marshall Law Review
 Toledo Law Review
 Touro Law Review
 Transactions: The Tennessee Journal of Business Law
 Transnational Law & Contemporary Problems
 Transportation Law Journal
 Tribal Law Journal
 Trusts and Trustees (UK)
 Tulane Environmental Law Journal
 Tulane Journal of International Law and Comparative Law
 Tulane Journal of Technology and Intellectual Property
 Tulane Law Review
 Tulsa Journal of Comparative & International Law (2006-2009)
 Tulsa Law Review
 U.C. Davis Journal of International Law & Policy
 U.C. Davis Law Review
 UC Davis Journal of Juvenile Law & Policy
 UC IRVINE LAW REVIEW
 UCLA Asian Pacific American Law Journal
 UCLA Entertainment Law Review
 UCLA Journal of Environmental Law & Policy
 UCLA Journal of International Law and Foreign Affairs
 UCLA Journal of Islamic and Near Eastern Law
 UCLA Journal of Law and Technology
 UCLA Law Review & Discourse
 UCLA Pacific Basin Law Journal
 UCLA Women's Law Journal
 UMKC Law Review
 United States-Mexico Law Journal
 University of Arkansas at Little Rock Law Review
 University of Baltimore Intellectual Property Law Journal
 University of Baltimore Journal of Land & Development
 University of Baltimore Law Forum
 University of Baltimore Law Review
 University of Chicago Law Review
 University of Cincinnati Law Review
 University of Colorado Law Review
 University of Dayton Law Review
 University of Denver Criminal Law Review
 University of Denver Sports & Entertainment Law Journal
 University of Denver Water Law Review
 University of Detroit Mercy Law Review
 University of Florida Journal of Law & Public Policy
 University of Florida Tax Review
 University of Hawai'i Law Review
 University of Illinois Journal of Law, Technology & Policy
 University of Illinois Law Review
 University of La Verne Law Review
 University of Louisville Law
 University of Maryland Law Journal of Race, Religion, Gender and Class
 University of Memphis Law Review
 University of Miami Business Law Review
 University of Miami Entertainment and Sports Law Review
 University of Miami Inter-American Law Review
 University of Miami International and Comparative Law Review
 University of Miami Law Review
 University of Miami Race and Social Justice Law Review
 University of Michigan Journal of Law Reform
 University of New Hampshire Law Review
 University of Pennsylvania Asian Law Review
 University of Pennsylvania Journal of Business Law
 University of Pennsylvania Journal of Constitutional Law
 University of Pennsylvania Journal of International Law
 University of Pennsylvania Journal of Law & Social Change
 University of Pennsylvania Law Review
 University of Pittsburgh Journal of Technology Law & Policy
 University of Pittsburgh Law Review
 University of Richmond Law Review
 University of San Francisco Law Review
 University of San Francisco Maritime Law Journal
 University of St. Thomas Law Journal: Fides et Iustitia
 University of the District of Columbia Law Review
 UNLV Gaming Law Journal
 USAFA Journal of Legal Studies
 Utah Bar Journal
 Utah Environmental Law Review
 Utah Law Review
 UWLA Law Review
 Valparaiso University Law Review
 Vanderbilt Journal of Entertainment and Technology Law
 Vanderbilt Journal of Transnational Law
 Vanderbilt Law Review & En Banc
 Vermont Bar Journal & Law Digest
 Vermont Journal of Environmental Law
 Vermont Law Review
 Villanova Environmental Law Journal
 Villanova Law Review
 Villanova Sports & Entertainment Law Journal
 Virginia Environmental Law Journal
 Virginia Journal of Criminal Law
 Virginia Journal of International Law
 Virginia Journal of Law and Technology
 Virginia Journal of Social Policy and the Law
 Virginia Law & Business Review
 Virginia Law Review Online
 Virginia Sports and Entertainment Law Journal
 Virginia Tax Review
 Wake Forest Journal of Business & Intellectual Property Law
 Wake Forest Journal of Law & Policy
 Wake Forest Law Review
 Washburn Law Journal
 Washington & Lee Law Review
 Washington and Lee Journal of Civil Rights and Social Justice
 Washington Journal of Law, Technology & Arts
 Washington Law Review
 Washington University Global Studies Law Review
 Washington University Journal of Law & Policy
 Washington University Journal of Urban and Contemporary Law
 Washington University Jurisprudence Review
 Washington University Law Review
 West Virginia Law Review
 Westchester Bar Journal
 Western Michigan University Cooley Law Review

Western State Law Review
 Western State University Law Review
 Whittier Journal of Child and Family Advocacy
 Whittier Law Review
 Widener Law Journal
 Widener Law Review
 Willamette Journal of International Law and Dispute Resolution
 Willamette Law Review
 William & Mary Business Law Review
 William & Mary Law Review
 William and Mary Bill of Rights Journal
 William and Mary Environmental Law and Policy Review
 William and Mary Journal of Women and the Law
 William Mitchell Law Review
 Wisconsin Environmental Law Journal
 Wisconsin International Law Journal
 Wisconsin Journal of Law, Gender & Society
 Wisconsin Law Review
 Women's Rights Law Reporter
 Wyoming Law Review
 Yale Human Rights & Development Law Journal
 Yale Journal of Health Policy, Law, and Ethics
 Yale Journal of International Law
 Yale Journal of Law & Technology
 Yale Journal of Law and Feminism
 Yale Journal of Law and the Humanities
 Yale Journal on Regulation
 Yale Law & Policy Review

Restatements

ALI/UNIDROIT Principles of Transnational Civil Procedure
 Model Penal Code: Sentencing - Drafts
 Principles of the Law of Software Contracts - Official Text
 Restatement of the Law, Agency 2d - Official Text
 Restatement of the Law, Agency 3d - Official Text
 Restatement of the Law, Charitable Nonprofit Organizations - Drafts
 Restatement of the Law, Conflict of Laws 2d - Official Text
 Restatement of the Law, Contracts 2d - Official Text
 Restatement of the Law, Employment Law
 Restatement of the Law, Employment Law - Drafts
 Restatement of the Law, Foreign Relations Law 3d - Official Text
 Restatement of the Law, Judgments 2d - Official Text
 Restatement of the Law, Law Governing Lawyers - Drafts
 Restatement of the Law, Law Governing Lawyers - Official Text
 Restatement of the Law, Property - Official Text
 Restatement of the Law, Property 2d Donative Transfers - Official Text
 Restatement of the Law, Property 2d Landlord & Tenant - Official Text
 Restatement of the Law, Property 3d Mortgages - Official Text
 Restatement of the Law, Property 3d Servitudes - Official Text
 Restatement of the Law, Property 3d Wills and Other Donative Transfers - Drafts
 Restatement of the Law, Property 3d Wills and Other Donative Transfers - Official Text
 Restatement of the Law, Restitution - Official Text
 Restatement of the Law, Restitution and Unjust Enrichment 3d - Drafts
 Restatement of the Law, Restitution and Unjust Enrichment 3d - Official Text
 Restatement of the Law, Security - Official Text
 Restatement of the Law, Suretyship & Guaranty 3d - Official Text
 Restatement of the Law, The U.S. Law of International Commercial Arbitration - Drafts
 Restatement of the Law, Torts 2d - Official Text
 Restatement of the Law, Torts 3d Apportionment of Liability - Official Text
 Restatement of the Law, Torts 3d Liability for Physical and Emotional Harm - Drafts
 Restatement of the Law, Torts 3d Liability for Physical and Emotional Harm - Official Text
 Restatement of the Law, Torts 3d Products Liability - Official Text
 Restatement of the Law, Trusts 2d & 3d - Official Text
 Restatement of the Law, Trusts 3d - Drafts
 Restatement of the Law, Unfair Competition 3d - Official Text

Treatises

ABA - Civil RICO A Definitive Guide
 ABA State Antitrust Practice and Statutes
 ABA: Antitrust Source
 Antitrust Discovery Handbook
 Antitrust Health Care Handbook
 Competition Laws Outside the United States
 Energy Antitrust Handbook - A Guide to the Electric and Gas Industries
 Environmental Litigation and Toxic Torts Committee Newsletter
 Frequently Asked Antitrust Questions
 Handbook on Antitrust Grand Jury Investigations
 Merger Guidelines
 Mergers and Acquisitions: Understanding the Antitrust Issues
 Principles of Corporate Governance: Analysis and Recommendations - Official Text
 Principles of the Law of Family Dissolution: Analysis & Recommendations - Official Text
 RICO State by State: A Guide to Litigation Under the State Racketeering Statutes
 State Antitrust Enforcement Handbook
 The Attorney-Client Privilege and the Work-Product Doctrine

Statutes and Legislation

Bill Text

AK Full-Text Bills
 AK Full-Text Bills
 AL Full-Text Bills
 AL Full-Text Bills
 AR Full-Text Bills
 AR Full-Text Bills
 AZ Full-Text Bills
 AZ Full-Text Bills
 CA Full-Text Bills
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OH Full-Text Bills
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OK Full-Text Bills
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OR Full-Text Bills
OR Full-Text Bills
PA Full-Text Bills
PA Full-Text Bills
RI Full-Text Bills
RI Full-Text Bills
SC Full-Text Bills
SC Full-Text Bills
SD Full-Text Bills
SD Full-Text Bills
TN Full-Text Bills
TN Full-Text Bills
TX Full-Text Bills
TX Full-Text Bills
UT Full-Text Bills
UT Full-Text Bills
VA Full-Text Bills
VA Full-Text Bills
VT Full-Text Bills
VT Full-Text Bills
WA Full-Text Bills
WA Full-Text Bills
WI Full-Text Bills
WI Full-Text Bills
WV Full-Text Bills
WV Full-Text Bills
WY Full-Text Bills
WY Full-Text Bills

Bill Tracking

- AK Bill Tracking Reports
- AK Bill Tracking Reports
- AL Bill Tracking Reports
- AL Bill Tracking Reports
- AR Bill Tracking Reports
- AR Bill Tracking Reports
- AZ Bill Tracking Reports
- AZ Bill Tracking Reports
- CA Bill Tracking Reports
- CA Bill Tracking Reports
- CO Bill Tracking Reports
- CO Bill Tracking Reports
- CT Bill Tracking Reports

TN Bill Tracking Reports
TN Bill Tracking Reports
TX Bill Tracking Reports
TX Bill Tracking Reports
UT Bill Tracking Reports
UT Bill Tracking Reports
VA Bill Tracking Reports
VA Bill Tracking Reports
VT Bill Tracking Reports
VT Bill Tracking Reports
WA Bill Tracking Reports
WA Bill Tracking Reports
WI Bill Tracking Reports
WI Bill Tracking Reports
WV Bill Tracking Reports
WV Bill Tracking Reports
WY Bill Tracking Reports
WY Bill Tracking Reports

Constitutions

AK - Alaska Constitution
AK - Alaska Statutes Archive from 1991
AL - Alabama Constitution
AL - Alabama Constitution Archive from 1991
AR - Arkansas Constitution
AR - Arkansas Constitution Annotated Archive 1991
AZ - Arizona Constitution
AZ - Arizona Constitution from 1991
CA - California Constitution
CA - Deering's California Constitution Annotated Archive from 1991
CO - Colorado Constitution
CO - Colorado Constitution Archive from 1992
CT - Connecticut Constitution
CT - Constitution of Connecticut Archive from 1992
DE - Delaware Constitution
DE - Delaware Constitution Annotated Archive from 1991
FL - Florida Constitution
FL - Florida Constitution Archive from 1991
GA - Georgia Constitution
GA - Official Constitution of Georgia Annotated Archive from 1989
HI - Hawaii Constitution
HI - Hawaii Constitution Annotated Archive from 1991
IA - Constitution of Iowa Archive from 1991
IA - LexisNexis® Iowa Annotated Constitution
ID - Idaho Constitution
ID - Idaho Constitution Annotated Archive from 1991
IL - Illinois Constitution
IL - Illinois Constitution Annotated Archive from 1992
IN - Burns Indiana Constitution Annotated Archive from 1991
IN - Indiana Constitution
KS - Kansas Constitution Archive from 1991
KS - LexisNexis® Kansas Annotated Constitution
KY - Kentucky Constitution
KY - Kentucky Constitution Archive from 1991
LA - LexisNexis® Louisiana Annotated Statutes - Louisiana Constitution
LA - Louisiana Constitution Archive from 1991
MA - Annotated Constitution of Massachusetts Archive from 1992
MA - Massachusetts Constitution
MD - Maryland Constitution
MD - Maryland Constitution Annotated Archive from 1991
ME - Maine Constitution Annotated by LexisNexis®
ME - Maine Constitution Archive from 1991
MI - Michigan Constitution
MI - Michigan Constitution Archive from 1991
MN - LexisNexis® Minnesota Annotated Constitution
MN - Minnesota Constitution Archive from 1991
MO - Constitution of Missouri Archive from 1991
MO - LexisNexis® Missouri Annotated Constitution
MS - Mississippi Constitution
MS - Mississippi Constitution Annotated Archive from 1991
MT - LexisNexis® Montana Constitution Annotated

MT - Montana Constitution Annotated Archive from 1992
NC - Constitution of North Carolina Annotated Archive from 1991
NC - North Carolina Constitution
ND - North Dakota Century Constitution Archive from 1991
ND - North Dakota Constitution
NE - Constitution of Nebraska Archive from 1991
NE - Nebraska Constitution
NH - New Hampshire Constitution
NH - New Hampshire Constitution Archive from 1991
NJ - New Jersey Constitution
NJ - New Jersey Constitution Archive from 1991
NM - New Mexico Constitution
NM - New Mexico Constitution Annotated Archive from 1991
NV - Nevada Constitution
NV - Nevada Revised Statutes Annotated Archive from 1991
NY - New York Constitution
NY - New York Constitution Archive from 1992
OH - Ohio Constitution
OH - Ohio Constitution Archive from 1996
OK - Oklahoma Constitution Annotated by LexisNexis®
OK - Oklahoma Constitution Archive from 1991
OR - LexisNexis® Oregon Annotated Constitution
OR - Oregon Constitution Archive from 1991
PA - Pennsylvania Constitution
PA - Pennsylvania Constitution Archive from 1991
PR - Constitution of Puerto Rico for Lexis Advance
PR - Leyes de Puerto Rico Anotadas - Constitucion de PR
PR - Puerto Rico Constitution Archive
RI - Constitution of Rhode Island Archive from 1991
RI - Rhode Island Constitution
SC - Constitution of South Carolina Annotated Archive from 1995
SC - South Carolina Constitution Annotated by LexisNexis®
SD - LexisNexis® South Dakota Constitution Annotated
SD - South Dakota Constitution Archive from 1992
TN - Tennessee Constitution
TN - Tennessee Constitution Archive from 1991
TX - Texas Constitution
TX - Texas Constitution Archive from 1991
UT - Utah Constitution
UT - Utah Constitution Annotated Archive from 1991
VA - Virginia Constitution
VA - Virginia Constitution Annotated Archive from 1991
VI - Virgin Islands Constitution Archive from 1991
VI - Virgin Islands Revised Organic Act of 1954
VT - Vermont Constitution
VT - Vermont Constitution Archive from 1991
WA - Revised Constitution of Washington Archive from 1991
WA - Washington Constitution
WI - LexisNexis® Wisconsin Annotated Constitution
WI - Wisconsin Constitution Archive from 1989
WV - West Virginia Code Constitution Annotated Archive from 1991
WV - West Virginia Constitution
WY - Wyoming Constitution
WY - Wyoming Constitution Annotated Archive from 1991

Court Rules

AK - Alaska Court Rules Archive
AK - Alaska State & Federal Court Rules
AL - Alabama Court Rules Archive
AL - Alabama State & Federal Court Rules
AR - Arkansas Court Rules Archive
AR - Arkansas State & Federal Court Rules
AZ - Arizona Court Rules Archive
AZ - Arizona Local, State & Federal Court Rules
CA - California Local, State & Federal Court Rules
CA - Deering's California Court Rules Archive
California Superior Ct. Local Rules
CO - Colorado Court Rules Archive
CO - Colorado Local, State & Federal Court Rules
CT - Court Rules of Connecticut Archive
CT - Connecticut State & Federal Court Rules

DC - District of Columbia Court Rules Archive
 DC - District of Columbia District & Federal Court Rules
 DE – Delaware Court Rules Archive
 DE - Delaware Local, State & Federal Court Rules
 FL - Florida Court Rules Archive
 FL - Florida Local, State & Federal Court Rules
 GA - Georgia State & Federal Court Rules
 GA - Official Code of Georgia Court Rules Archive
 HI - Hawaii Court Rules Archive
 HI - Hawaii State & Federal Court Rules
 IA - Court Rules of Iowa Archive
 IA - Iowa Local, State & Federal Court Rules
 ID - Idaho Court Rules Archive
 ID - Idaho State & Federal Court Rules
 IL - Illinois Court Rules Annotated Archive
 IL - Illinois Local, State & Federal Court Rules
 IN - Burns Indiana Court Rules Archive
 IN - Indiana Local, State & Federal Court Rules
 KS - Kansas Court Rules Archive
 KS - Kansas State & Federal Court Rules
 KY - Kentucky Court Rules Archive
 KY - Kentucky Local, State & Federal Court Rules
 LA - Louisiana Court Rules Archive
 LA - Louisiana State & Federal Court Rules
 MA - Court Rules of Massachusetts Archive
 MA - Massachusetts State & Federal Court Rules
 MA - Massachusetts State & Federal Court Rules
 MD - Maryland Court Rules Archive
 MD - Maryland State & Federal Court Rules
 ME - Maine Court Rules Archive
 ME - Maine State & Federal Court Rules
 MI - Michigan Local, State & Federal Court Rules
 MI - Michigan Local, State & Federal Court Rules
 MI -Michigan Court Rules Archive
 MN - Minnesota Court Rules Archive
 MN - Minnesota State & Federal Court Rules
 MO - Court Rules of Missouri Archive
 MO - Missouri State & Federal Court Rules
 Model Code of Evidence
 MS - Mississippi Court Rules Archive
 MS - Mississippi State & Federal Court Rules
 MT - Montana Court Rules Archive
 MT - Montana State & Federal Court Rules
 NC - Court Rules of North Carolina Archive
 NC - North Carolina State & Federal Court Rules
 ND - North Dakota Court Rules Archive
 ND - North Dakota Local, State & Federal Court Rules
 NE - Court Rules of Nebraska Archive
 NE - Nebraska Local, State & Federal Court Rules
 NH - New Hampshire Court Rules Archive
 NH - New Hampshire State & Federal Court Rules
 NJ - New Jersey Court Rules Archive
 NJ - New Jersey State & Federal Court Rules
 NM - Michie's Annotated Local, State & Federal Court Rules Of New Mexico
 NM - New Mexico Court Rules Archive
 NV - Nevada Court Rules Archive
 NV - Nevada Local, State & Federal Court Rules
 NY - New York Court Rules Archive
 NY - New York State & Federal Court Rules
 NY - New York State & Federal Court Rules
 OH - Ohio Court Rules Archive
 OH - Ohio Local, State & Federal Court Rules
 OK - Court Rules Archive
 OK - Oklahoma Local, State & Federal Court Rules
 OR - Oregon Court Rules Archive
 OR - Oregon Local, State & Federal Court Rules
 PA - Pennsylvania Court Rules Archive
 PA - Pennsylvania Local Rules of Court
 PA - Pennsylvania Local, State & Federal Court Rules
 PR - Puerto Rico Court Rules Archive
 RI - Court Rules of Rhode Island Archive

RI - Rhode Island State & Federal Court Rules
 SC - Court Rules of South Carolina Archive
 SC - South Carolina State & Federal Court Rules
 SD - South Dakota Court Rules Archive
 SD - South Dakota State & Federal Court Rules
 TN - Tennessee Court Rules Archive
 TN - Tennessee Local, State & Federal Court Rules
 TX - Texas Court Rules Archive
 TX - Texas Local, State & Federal Court Rules
 UT - Utah Court Rules Archive
 UT - Utah State & Federal Court Rules
 VA - Virginia Court Rules Archive
 VA - Virginia State & Federal Court Rules
 VI - Virgin Islands Court Rules Archive
 VI - Virgin Islands State & Federal Court Rules
 VT - Vermont Court Rules Archive
 VT - Vermont State & Federal Court Rules
 WA - Court Rules of Washington Archive
 WA - Washington Local, State & Federal Court Rules
 WI - Wisconsin Court Rules Archive
 WI - Wisconsin State & Federal Court Rules
 WV - West Virginia Court Rules Archive
 WV - West Virginia State & Federal Court Rules
 WY - Wyoming Court Rules Archive
 WY - Wyoming State & Federal Court Rules

Model Acts and Uniform Laws

Model Penal Code
 ULCLAW - Uniform Law Commission Model Acts
 Uniform Commercial Code (U.C.C.)

Municipal Codes

Abbeville, Louisiana, Code of Ordinances
 Aberdeen, South Dakota, Code of Ordinances
 Accomack County, Virginia, Code of Ordinances
 Ada, Oklahoma, Code of Ordinances
 Addison, Texas, Code of Ordinances
 Adrian, Michigan, Code of Ordinances
 Agoura Hills, California, Code of Ordinances
 Aiken County, South Carolina, Code of Ordinances
 Akron, Ohio, Code of Ordinances
 Alabama Municipal Codes
 Alachua County, Florida, Code of Ordinances
 Alamogordo, New Mexico, Code of Ordinances
 Alamosa, CO Code of Ordinances
 Alaska Municipal Codes
 Albany, Georgia, Code of Ordinances
 Albertville, Alabama, Code of Ordinances
 American Fork, Utah, Code of Ordinances
 Anacortes, Washington, Code of Ordinances
 Anchorage, Alaska, Code of Ordinances
 Angier, North Carolina, Code of Ordinances
 Annapolis, MD Code of Ordinances
 Ansonia, CT Code of Ordinances
 Arizona Municipal Codes
 Arkansas Municipal Codes
 Ashwaubenon, WI Code of Ordinances
 Atchison, Kansas, Code of Ordinances
 Auburn, Illinois, Code of Ordinances
 Auburn, Maine, Code of Ordinances
 Ava, Missouri, Code of Ordinances
 Avondale, Arizona, Code of Ordinances
 Baker City, Oregon, Code of Ordinances
 Baker, Montana, Code of Ordinances
 Barre, Vermont, Code of Ordinances
 Beatrice, Nebraska, Code of Ordinances
 Beckley, West Virginia, Code of Ordinances
 Bemidji, Minnesota, Code of Ordinances
 Bensalem, PA Code of Ordinances
 Benton County, Arkansas, Code of Ordinances
 Berkeley Heights Township, New Jersey, Code of Ordinances

Biloxi, Mississippi, Code of Ordinances
 Brentwood, Tennessee, Code of Ordinances
 Bristol, Rhode Island, Code of Ordinances
 California Municipal Codes
 Carson City, Nevada, Code of Ordinances
 Casper, Wyoming, Code of Ordinances
 Cedar Falls, Iowa, Code of Ordinances
 Cloverdale, Indiana, Code of Ordinances
 Colorado Municipal Codes
 Concord, New Hampshire, Code of Ordinances
 Connecticut Municipal Codes
 Delaware Municipal Codes
 Dover, Delaware, Code of Ordinances
 Fall River, Massachusetts, Revised Code of Ordinances
 Florida Municipal Codes
 Georgia Municipal Codes
 Goshen, New York, Code of Ordinances
 Grand Forks, North Dakota, Code of Ordinances
 Hawaii Municipal Codes
 Idaho Municipal Codes
 Illinois Municipal Codes
 Indiana Municipal Codes
 Iowa Municipal Codes
 Kansas Municipal Codes
 Kentucky Municipal Codes
 Kuna, Idaho, Code of Ordinances
 Lexington-Fayette County, Kentucky, Code of Ordinances
 Louisiana Municipal Codes
 Maine Municipal Codes
 Maryland Municipal Codes
 Massachusetts Municipal Codes
 Maui County, Hawaii, Code of Ordinances
 Michigan Municipal Codes
 Minnesota Municipal Codes
 Mississippi Municipal Codes
 Missouri Municipal Codes
 Montana Municipal Codes
 Nebraska Municipal Codes
 Nevada Municipal Codes
 New Hampshire Municipal Codes
 New Jersey Municipal Codes
 New Mexico Municipal Codes
 New York City Administrative Code
 New York City Charter
 New York City Rules
 New York Municipal Codes
 North Carolina Municipal Codes
 North Dakota Municipal Codes
 Ohio Municipal Codes
 Oklahoma Municipal Codes
 Oregon Municipal Codes
 Pennsylvania Municipal Codes
 Rhode Island Municipal Codes
 South Carolina Municipal Codes
 South Dakota Municipal Codes
 Tennessee Municipal Codes
 Texas Municipal Codes
 Utah Municipal Codes
 Vermont Municipal Codes
 Virginia Municipal Codes
 Washington Municipal Codes
 West Virginia Municipal Codes
 Wisconsin Municipal Codes
 Wyoming Municipal Codes

Public Laws/ALS

AK - Alaska Advance Legislative Service
 AK - Alaska Advance Legislative Service
 AL - Alabama Advance Legislative Service
 AL - Alabama Advance Legislative Service
 AR - Arkansas Advance Legislative Service

AR - Arkansas Advance Legislative Service
 AZ - Arizona Advance Legislative Service
 AZ - Arizona Advance Legislative Service
 CA - California Advance Legislative Service
 CA - California Advance Legislative Service
 CO - Colorado Advance Legislative Service
 CO - Colorado Advance Legislative Service
 CT - Connecticut Advance Legislative Service
 CT - Connecticut Advance Legislative Service
 DC - District of Columbia Advance Legislative Service
 DC - District of Columbia Advance Legislative Service
 DE - Delaware Advance Legislative Service
 DE - Delaware Advance Legislative Service
 FL - Florida Advance Legislative Service
 FL - Florida Advance Legislative Service
 GA - Georgia Advance Legislative Service
 GA - Georgia Advance Legislative Service
 HI - Hawaii Advance Legislative Service
 HI - Hawaii Advance Legislative Service
 IA - Iowa Advance Legislative Service
 IA - Iowa Advance Legislative Service
 ID - Idaho Advance Legislative Service
 ID - Idaho Advance Legislative Service
 IL - Illinois Advance Legislative Service
 IL - Illinois Advance Legislative Service
 IN - Indiana Advance Legislative Service
 IN - Indiana Advance Legislative Service
 KS - Kansas Advance Legislative Service
 KS - Kansas Advance Legislative Service
 KY - Kentucky Advance Legislative Service
 KY - Kentucky Advance Legislative Service
 LA - Louisiana Advance Legislative Service
 LA - Louisiana Advance Legislative Service
 MA - Massachusetts Advance Legislative Service
 MA - Massachusetts Advance Legislative Service
 MD - Maryland Advance Legislative Service
 MD - Maryland Advance Legislative Service
 ME - Maine Advance Legislative Service
 ME - Maine Advance Legislative Service
 MI - Michigan Advance Legislative Service
 MI - Michigan Advance Legislative Service
 MN - Minnesota Advance Legislative Service
 MN - Minnesota Advance Legislative Service
 MO - Missouri Advance Legislative Service
 MO - Missouri Advance Legislative Service
 MS - Mississippi Advance Legislative Service
 MS - Mississippi Advance Legislative Service
 MT - Montana Advance Legislative Service
 MT - Montana Advance Legislative Service
 NC - North Carolina Advance Legislative Service
 NC - North Carolina Advance Legislative Service
 ND - North Dakota Advance Legislative Service
 ND - North Dakota Advance Legislative Service
 NE - Nebraska Advance Legislative Service
 NE - Nebraska Advance Legislative Service
 NH - New Hampshire Advance Legislative Service
 NH - New Hampshire Advance Legislative Service
 NJ - New Jersey Advance Legislative Service
 NJ - New Jersey Advance Legislative Service
 NM - New Mexico Advance Legislative Service
 NM - New Mexico Advance Legislative Service
 NV - Nevada Advance Legislative Service
 NV - Nevada Advance Legislative Service
 NY - New York Advance Legislative Service
 NY - New York Advance Legislative Service
 OH - Ohio Advance Legislative Service
 OH - Ohio Advance Legislative Service
 OK - Oklahoma Advance Legislative Service
 OK - Oklahoma Advance Legislative Service
 OR - Oregon Advance Legislative Service
 OR - Oregon Advance Legislative Service

PA - Pennsylvania Advance Legislative Service
 PA - Pennsylvania Advance Legislative Service
 PR - Avances Legislativos de Puerto Rico
 PR - Avances Legislativos de Puerto Rico
 PR - Puerto Rico Advance Legislative Service
 PR - Puerto Rico Advance Legislative Service
 RI - Rhode Island Advance Legislative Service
 RI - Rhode Island Advance Legislative Service
 SC - South Carolina Advance Legislative Service
 SC - South Carolina Advance Legislative Service
 SD - South Dakota Advance Legislative Service
 SD - South Dakota Advance Legislative Service
 TN - Tennessee Advance Legislative Service
 TN - Tennessee Advance Legislative Service
 TX - Texas Advance Legislative Service
 TX - Texas Advance Legislative Service
 UT - Utah Advance Legislative Service
 UT - Utah Advance Legislative Service
 VA - Virginia Advance Legislative Service
 VA - Virginia Advance Legislative Service
 VI - Virgin Islands Advance Legislative Service
 VI - Virgin Islands Advance Legislative Service
 VT - Vermont Advance Legislative Service
 VT - Vermont Advance Legislative Service
 WA - Washington Advance Legislative Service
 WA - Washington Advance Legislative Service
 WI - Wisconsin Advance Legislative Service
 WI - Wisconsin Advance Legislative Service
 WV - West Virginia Advance Legislative Service
 WV - West Virginia Advance Legislative Service
 WY - Wyoming Advance Legislative Service
 WY - Wyoming Advance Legislative Service

Statutory Codes

AK - Alaska Statutes
 AK - Alaska Statutes Archive from 1991
 AL - Alabama Statutes Archive from 1991
 AL - Code of Alabama
 AR - Arkansas Code Annotated
 AR - Arkansas Code Annotated Archive from 1991
 AZ - Arizona Revised Statutes Annotated
 AZ - Arizona Revised Statutes Archive from 1991
 CA - Deering's California Codes Annotated
 CA - Deering's California Codes Annotated Archive from 1991
 CO - Colorado Revised Statutes Annotated
 CO - Colorado Revised Statutes Archive from 1992
 CT - General Statutes of Connecticut Archive from 1992
 CT - LexisNexis® Connecticut Annotated Statutes
 DC - District of Columbia Code Annotated
 DC - District of Columbia Code Archive from 1990
 DE - Delaware Code Annotated
 DE - Delaware Code Annotated Archive from 1991
 FL - Florida Statutes Archive from 1991
 FL - LexisNexis® Florida Annotated Statutes
 GA - Official Code of Georgia Annotated
 GA - Official Code of Georgia Annotated Archive from 1991 to Present
 GU - Guam Code Annotated
 GU - Guam Code Annotated Archive from 2004
 HI - Hawaii Code Annotated Archive from 1991
 HI - Hawaii Revised Statutes Annotated
 IA - Code of Iowa Archive from 1991
 IA - LexisNexis® Iowa Annotated Statutes
 ID - Idaho Code Annotated
 ID - Idaho Code Annotated Archive from 1991
 IL - Illinois Compiled Statutes Annotated
 IL - Illinois Compiled Statutes Annotated Archive from 1992
 IN - Burns Indiana Code Annotated Archive from 1991
 IN - Burns Indiana Statutes Annotated
 KS - Kansas Statutes Archive from 1991
 KS - LexisNexis® Kansas Annotated Statutes
 KY - Kentucky Code Archive from 1991

KY - Michie's Kentucky Revised Statutes Annotated
 LA - LexisNexis® Louisiana Annotated Statutes
 LA - Louisiana Statutes Archive from 1991
 MA - Annotated Laws of Massachusetts
 MA - Annotated Laws of Massachusetts Archive from 1992
 MD - Annotated Code of Maryland
 MD - Maryland Code Annotated Archive from 1991
 ME - Maine Revised Statutes Annotated by LexisNexis®
 ME - Maine Revised Statutes Archive from 1991
 MI - Michigan Compiled Laws Service
 MI - Michigan Statutes Archive from 1991
 MN - LexisNexis® Minnesota Annotated Statutes
 MN - Minnesota Statutes Archive from 1991
 MO - LexisNexis® Missouri Annotated Statutes
 MO - Revised Statutes of Missouri Archive from 1991
 MS - Mississippi Code of 1972 Annotated
 MS - Mississippi Statutes Annotated Archive from 1991
 MT - LexisNexis® Montana Code Annotated
 MT - Montana Code Annotated Archive from 1992
 NC - General Statutes of North Carolina Annotated
 NC - General Statutes of North Carolina Annotated Archive from 1991
 ND - North Dakota Century Code
 ND - North Dakota Century Code Archive from 1991
 NE - Revised Statutes of Nebraska Annotated
 NE - Revised Statutes of Nebraska Archive from 1991
 NH - LEXIS New Hampshire Revised Statutes Annotated
 NH - New Hampshire Statutes Archive from 1991
 NJ - LexisNexis® New Jersey Annotated Statutes
 NJ - New Jersey Statutes Archive from 1991
 NM - Michie's Annotated Statutes Of New Mexico
 NM - New Mexico Code Annotated Archive from 1991
 NV - Nevada Revised Statutes Annotated
 NV - Nevada Revised Statutes Annotated Archive from 1991
 NY - New York Consolidated Laws Service
 NY - New York Consolidated Laws Service Archive from 1992
 OH - Ohio Code Archive from 1996
 OH - Page's Ohio Revised Code Annotated
 OK - Oklahoma Statutes Annotated by LexisNexis®
 OK - Oklahoma Statutes Archive from 1991
 OR - LexisNexis® Oregon Annotated Statutes
 OR - Oregon Revised Statutes Archive from 1991
 PA - Pennsylvania Statutes Archive from 1991
 PA - Pennsylvania Statutes, Annotated by LexisNexis®
 PA - Pennsylvania Statutes, Annotated by LexisNexis®
 PR - Laws of Puerto Rico Annotated for Lexis Advance
 PR - Leyes de Puerto Rico Anot. - LPRA
 PR - Puerto Rico Statutes and Codes Archive
 RI - General Laws of Rhode Island
 RI - General Laws of Rhode Island Archive from 1991
 SC - Code of Laws of South Carolina Annotated Archive from 1995
 SC - South Carolina Code of Laws Annotated by LexisNexis®
 SD - LexisNexis® South Dakota Codified Laws Annotated
 SD - South Dakota Codified Laws Archive from 1992
 TN - Tennessee Code Annotated
 TN - Tennessee Code Annotated Archive from 1991
 Tribal Law: Blackfeet Indian Tribe
 Tribal Law: Chippewa-Cree Tribe
 Tribal Law: Confederated Salish and Kootenai Tribes
 Tribal Law: Crow Tribe
 Tribal Law: Fort Belknap Indian Community
 Tribal Law: Northern Cheyenne Tribe
 Tribal Law: Oneida Nation
 TX - Texas Statutes & Codes Annotated by LexisNexis®
 TX - Texas Statutes and Codes Archive from 1991
 UT - Utah Code Annotated
 UT - Utah Code Annotated Archive from 1991
 VA - Code of Virginia (Annotated)
 VA - Virginia Code Annotated Archive from 1991
 VI - Virgin Islands Code Annotated
 VI - Virgin Islands Statutes and Codes Archive from 1991
 VT - Vermont Statutes Annotated

VT - Vermont Statutes Archive from 1991
WA - Annotated Revised Code of Washington
WA - Revised Code of Washington Archive from 1991
WI - LexisNexis® Wisconsin Annotated Statutes
WI - Wisconsin Statutes Archive from 1989
WV - West Virginia Code
WV - West Virginia Code Annotated Archive from 1991
WY - Wyoming Statutes Annotated
WY - Wyoming Statutes Annotated Archive from 1991

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Content listing as of February 2019. Content subject to change without notice.

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Mississippi Pattern Jury Instructions – Civil

This file includes the Mississippi Civil Jury Instructions as provided by Mississippi Judicial College.

Mississippi Pattern Jury Instructions – Criminal

This file includes the Mississippi Criminal Jury Instructions as provided by Mississippi Judicial College.

Williams on Mississippi Evidence

Williams on Mississippi Evidence is a thoughtfully organized resource that provides succinct, yet explicit, information on the law of Mississippi evidence.

This Mississippi treatise is an ideal desk reference for busy litigators, and a perfect companion for learning or teaching the law of evidence. Written in an easily accessible and understandable format, the book is broken down into highly focused sections and subsections with descriptive headings; an answer is never far away.

Following an introductory chapter that places the law of evidence in the larger context of the trial process, and which plainly describes the burdens of proof and of persuasion, the text follows the organization of the Mississippi Rules of Evidence, covering the following topics:

- judicial notice
- presumptions
- relevancy
- privileges
- witnesses
- opinions and expert testimony
- hearsay
- authentication and identification
- best evidence rule
- spoliation

For each of these topics, the pertinent rule is described and analyzed, with emphasis on the Mississippi case law interpreting the rule. The case law discussion is detailed, highlighting the complex and evolving nature of the law of evidence. Where appropriate, Fifth Circuit and U.S. Supreme Court decisions are considered, and differences between the Mississippi Rules and the Federal Rules are addressed. Interspersed throughout the text are boxed excerpts of the rule(s) being considered.

For more information, contact your LexisNexis account representative.

A Practical Guide to Disputes Between Adjoining Landowners - Easements

Provides expert substantive and procedural guidance for the entire range of disputes between landowners. Covers all the real property issues arising from proximity of property to neighbors or its use by others. Deals with easements; covenants running with the land; equitable servitudes; licenses; adverse possession; trespass; mines and mining; party walls; boundary disputes; nuisance; lateral and subjacent support; petroleum exploration, production, and storage; water rights; rights to airspace; landlord-tenant issues; public lands; and more. From overhanging apple trees to the right to connect a sewage system into a septic tank--it's covered here!

Each chapter follows a consistent format. After discussing the substantive legal issues, a chapter typically contains the following parts:

- Pleadings and proof: statute of limitations, burden of proof, presumptions, parties, and defenses.
- Remedies: self-help, injunctions, actions for damages, ejectment, and assumption.
- Practice aids: detailed checklists analyzing all aspects of the court actions available to a party in each type of dispute, and forms of agreements and pleadings--the checklists and forms are cross-referenced to the discussion in the earlier parts of each chapter!
- Bibliography

Citation to case and statutory authority is plentiful. Footnotes are arranged according to jurisdiction, so you can easily spot the cases most useful to you.

Includes an entire chapter devoted to alternative dispute resolution and a detailed index.
First published in 1989.

A Practical Guide to Winning Land Use Approvals and Permits

Goes beyond the legal requirements to provide practical strategies and advice for obtaining and opposing the requisite approvals and permits.

Coverage includes:

- Zoning requirements and restrictions
- Governmental approvals of residential subdivisions
- Environmental requirements and restrictions, permits and approvals, audits and impact reviews
- Zoning ordinance amendments, use and area variances, special use permits and zoning enforcement actions
- Strategies for obtaining necessary administrative approvals
- Judicial review of governmental determinations: principles, procedures and a sample court challenge
- Trends in growth management programs; and contemporary issues in land use permitting, including the regulation of cellular towers, sexually oriented businesses, and signs.

Practice material includes step-by-step case studies and more than 60 forms that include sample local ordinances, applications for permits, and administrative and judicial proceeding documents.

First published in 1989.

1 Volume; Looseleaf; updated with revisions.

Also available on Authority Environmental Law Library CD-ROM.

Antieau on Local Government Law, Second Edition

Sandra M. Stevenson

Antieau on Local Government Law, Second Edition, continues the comprehensive treatment of local government law begun when this publication was first written more than 40 years ago by Chester James Antieau, one of the nation's leading experts on local government law and civil rights. Newly revised and completely updated, the treatise provides a current and complete perspective on municipal corporations, as well as independent local government entities, and counties, adding emerging topics such as telecommunications, while still covering the same broad subject areas with which users have become accustomed:

- Authorities & Districts
- Contracts
- Education
- Elections and Referendums
- Exercise of Powers
- Finances
- General Powers
- Judicial Actions and Local Courts

- Land Use Regulation
- Officers and Employees
- Organization
- Relationship With Other Governments
- Services and Assistance
- Torts

Topics such as franchising, ordinances, police powers, home rule, public housing, public assistance, charters, intergovernmental relations, and education continue as the touchstones of the publication. Centralized and intense general discussions facilitate research. Precise jurisdiction headings for each authority in the footnotes are now provided. Year-of-decision dates for each authority have been continued. The treatise highlights the foremost authorities in each topic area.

First published in 1955.

6 Volumes; Looseleaf; updated with revisions 3 times annually.

Brownfields Law and Practice: The Cleanup and Redevelopment of Contaminated Land

Michael B. Gerrard

Definitive and up-to-date coverage of brownfields laws, regulations, programs, and procedures across the nation.

Brownfields Law and Practice: The Cleanup and Redevelopment of Contaminated Land is the complete guide for developers, investors, lenders, property owners, and others who want to seize the opportunity of profitable investment, voluntary cleanup or redevelopment of contaminated land and for their attorneys. It is replete with practice notes and analysis of rapidly evolving federal and state initiatives, programs and policies so that lawyers can most effectively counsel their clients, consider choices in structuring brownfields transactions and negotiate agreements with other parties, including exit strategies to enable brownfields projects to successfully proceed.

Every aspect of the brownfields endeavor, such as legal liability pitfalls, assessments of contamination, self-audit privilege laws, valuation of contaminated property, financial issues and incentives, tax considerations, and specialized insurance policies is considered in-depth. In addition, explanations of federal and state requirements as to problems frequently encountered in the brownfields cleanup process, such as underground storage tanks, asbestos-containing materials, vapor intrusion, lead-based paint, hazardous substance spills, environmental contractor licensing and laboratory certification, are provided.

As a result of having the complete brownfields guide, each party and its counsel can:

- Identify and understand the applicable laws and issues
- Select the appropriate type and degree of cleanup
- Assess the environmental, financial, and legal risks and liabilities
- Minimize and allocate those potential risks and liabilities
- Make optimal use of opportunities for brownfields redevelopment and reuse

Features include detailed chapter summaries; extensive headings and subheadings; practice pointers; sample forms; individual state chapters; lists of laws, governmental contacts, brownfields redevelopers, and web sites; appendices of EPA policy statements and memoranda of agreement; glossary of terms; and bibliography.

Carbon Trading Law and Practice

Scott Deatherage

In **Carbon Trading Law and Practice**, author Scott D. Deatherage provides practitioners with a comprehensive practical guide to the US and international practice of carbon emissions trading. The book includes a comprehensive examination of state, federal, and international climate change and greenhouse gas laws and regulations, emissions trading, international and EU law, other reduction programs, carbon credit projects and financing, climate change disclosure, and the US regulatory regime for greenhouse gas regulation and emissions trading. The book also provides a detailed description of the development and current status of greenhouse gas regulations in the United States, and the current state of affairs in terms of US carbon markets.

The use of market-based systems as a means of regulating emissions and other environmental pollution or degradation is a growing phenomenon. As nations and states appear to be responding to scientific pronouncements regarding the existence and causes of climate change, environmental markets appear to be one of the main tools that will be used to address greenhouse gas emissions. **Carbon Trading Law and Practice** provides the fundamental explanation and the underlying legal systems and issues that serve to create and sustain carbon credit creation and the trading of these credits, and a series of related legal and business issues.

Features

- Excellent guide for practitioners involved in the voluntary credit market or the developing market for those that will be required to meet greenhouse gas emission restrictions in the future

- Comprehensive treatment of the areas of law surrounding carbon trading, including accessible explanations of key issues and terms

Civil Rights Actions

John L. Sobieski, Jr., Joseph G. Cook

Turn to **Civil Rights Actions**, a comprehensive, up-to-date treatise that analyzes every aspect of civil rights for background, insight, and perspective. You'll find broad coverage as well as case-critical information, from statutes that Congress enacted in the late 1950's to the latest developments in civil rights legislation.

Learn from the author's discussion of absolute and qualified immunity, the relationship between state and federal courts, and the procedural framework of civil rights actions, as well as coverage of such specific areas as:

- The Americans with Disabilities Act
- Employment discrimination
- Age discrimination
- Privacy issues
- Property rights
- Fair housing
- Prisoners' rights
- Voting rights

Two volumes of forms

Use the practice forms in the last two volumes for your civil rights matter! For each cause of action you'll find tried-and-true forms and practice guides you can apply to your case. 7 volumes; loose-leaf; updated with supplements and revisions; Pub. 0199

Clark on Surveying and Boundaries

Since 1922, generations of lawyers and surveyors have worked out the legal pitfalls of retracing original surveys and reestablishing lost and obliterated corners using the late Frank Emerson Clark's classic work *A Treatise on the Law of Surveying and Boundaries*. The Seventh Edition of **Clark on Surveying and Boundaries** maintains the proven, easy-to-use format of earlier editions while digesting the latest case law, regulations, and statutes. Cited in decision after decision, **Clark on Surveying and Boundaries** is recognized by surveyors and lawyers as the authoritative reference on surveying and subdividing public lands. The treatise is kept up to date with an annual supplement.

Education Law

A nationally oriented work in the vital area of Education Law. "**Education Law**" is an indispensable reference for attorneys who represent persons having a grievance against educational institutions, and attorneys representing such institutions, as well as school board members and administrators.

Authoritative analysis of federal and state statutes and cases affecting public and private educational institutions at all levels
Includes such topics as:

- banning of books,
- school prayer,
- dealing with students afflicted with AIDS,
- tax-exempt status for parochial schools,
- funding accreditations,
- tort liability
- guidance on collective bargaining strategies,
- drafting codes of student conduct and conducting student searches
- selected forms, including contracts, model school policies, litigation forms, as well as checklists
- tables of state legislation concerning important issues facing educational institutions

First published 1984. 7 volumes; looseleaf; updated with revisions.

Effective EPA Advocacy

Richard G. Stoll

Effective EPA Advocacy authored by Richard Stoll, provides a practical perspective on conducting effective advocacy before the federal Environmental Protection Agency (EPA) in both the rulemaking process and the (equally if not more important) decision-

making processes outside the rulemaking context, such as the issuance of interpretative memoranda, guidance documents, and letter rulings.

Based on the author's observations and insights from eight years in the EPA's Office of General Counsel and twenty seven years in the private sector representing clients in matters before the EPA, **Effective EPA Advocacy** explains what goes on behind-the-scenes in the making of important national laws (regulations are, after all, laws). This book also includes summary coverage of the fundamentals of major environmental statutes and a brief overview of the federal rulemaking and judicial review processes.

Features

- A unique, comprehensive guide on navigating the rulemaking and decision-making process before the federal Environmental Protection Agency.
- Written by an experienced practitioner who specializes in environmental law matters and federal administrative law.
- Provides an overview of the most vital major environmental statutes and synopses of the federal rulemaking and judicial review processes.

Environmental Law in Real Estate and Business Transactions

David R. Berz, Adam P. Storchak, Stanley M. Spracker

This publication provides comprehensive coverage of environmental issues in real property and business transactions; contains both treatise and practice guide materials (including checklists, case studies, forms and EPA administrative materials) on:

- Liability issues involving CERCLA, RCRA, and the Clean Water Act
- Underground storage tanks
- Federal and state liens and superliens
- Siting requirements for wetlands
- Restrictions on property transfers with state specific statutes and forms
- Environmental issues in mergers and acquisitions, including SEC disclosure requirements, due diligence, and bankruptcy
- Lender liability
- Indoor air quality and asbestos in commercial buildings
- Global climate change and its impact on business
- International environmental issues

First published in 1992.

3 Volumes; Looseleaf; updated with revisions.

Environmental Law Practice Guide

Michael B. Gerrard

Comprehensive coverage of the entire spectrum of federal and state environmental law. Everything you need all in one place! Provides practical guidance that cuts across all substantive areas of environmental law. Written for attorneys, consultants, regulators and facility managers by some of the foremost authorities in the country, this publication provides guidance through complex procedures and phases of environmental law practice, featuring state-by-state as well as subject-by-subject coverage.

The set consists of four major units:

- Unit I: step-by-step guidance for procedural items involving, for example, environmental impact statements, land preservation, government financing, environmental management systems, document retention requirements, consultants and contractors, environmental due diligence, audits, liability, insurance, taxation, international activities, Indian country activities, regulatory takings, litigation, citizen suits, environmental justice, attorney's fees, conflicts of interest, ADR, civil and criminal enforcement, and practice before the EPA.
- Unit II: substantive law of environmental quality: air and water pollution, pollution prevention, indoor air quality, vapor intrusion, global climate change, green buildings and sustainable development, environmental trading programs, wetlands, drinking water, noise, oceans and coasts, and wildlife protection.
- Unit III: regulated substances and waste management, e.g.: identifying hazardous substances and hazardous wastes, RCRA, CERCLA, TSCA, OSHA, EPCRA, hazmat transportation, agricultural issues, pesticides, asbestos, lead, PCBs, molds, used oil, medical and infectious wastes, storage tanks, radioactive materials, preparation and responses to disasters and terrorism.
- Unit IV: state-by-state (plus D.C. and Puerto Rico) guide to environmental law, including an examination of the federal-state relationship, and state environmental law procedures, programmatic areas and reference guides.

Practice materials include permit and litigation forms, lease clauses, environmental audit checklists, due diligence inquiry letters, site investigation and remediation forms and checklists, directories of state governmental offices, lists of environmental and trade associations in each state, and bibliographies. Upon its initial publication, this set was named the Year's Best New Legal Practice Book by the Association of American Publishers.

Also available on Authority Environmental Law Library CD-ROM.
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Insurance and Risk Management for State & Local Governments

A complete guide in three parts for the attorney advising public entities on the legal issues of risk management.

- Part I introduces the concepts of risk and risk management.
- Part II deals with the perils and hazards of public entities, specifically governmental tort liability.
- Part III covers insurance policies and risk management alternatives other than commercial insurance.

Also includes standard Insurance Services Office (ISO) and other forms and checklists.

First published in 1991.
1 Volume; Looseleaf; updated.

Also available online.
The eBook version of this title features links to Lexis Advance for further legal research options.

Insurance Coverage for Environmental Claims

Mitchell L. Lathrop

Who Should Pay the Costs of Environmental Cleanup?

Whether you represent the insurer or the insured, the potential costs can run into the millions if your client is found liable. To help you effectively represent your client, this comprehensive, two-volume treatise will walk you through the complexities of environmental insurance coverage. This treatise will provide you with clear and concise analysis of:

- federal statutes, such as CERCLA, RCRA, NEPA, TSCA, EPCRA, OPCA, the Refuse Act, CWA, CAA, and the state analogs;
- the particular insurance policies at issue;
- reinsurance;
- case preparation and discovery;
- jurisdiction, venue and choice of law
- scientific and technical considerations--environmental assessment and remediation techniques; and
- the implications of climate change for the insurance industry.

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Killer Roads: From Crash to Verdict

William E. Kenworthy, Richard S. Kuhlman

More than 40,000 people are killed on our highways each year, and millions more are injured. Bad drivers and bad vehicles alone do not account for this carnage. The highway itself is often a contributing -- even determining -- cause of accidents.

Killer Roads provides comprehensive guidance on the many issues surrounding transportation facility negligence. It helps you pinpoint essential engineering issues and relevant road defects, assess the quality of maintenance, identify pertinent engineering standards, and understand the liability of all parties.

However, **Killer Roads** goes beyond describing the legal basis for your courtroom strategy. It also provides helpful, hands-on guidance for implementing this strategy successfully. Written in straightforward language, **Killer Roads** demonstrates how highway liability issues impact your approach to jury selection, the opening statement, cross-examination, and expert witness testimony.

The eBook versions of this title feature links to Lexis Advance for further legal research options.

Land Use Law

Daniel R. Mandelker

Environmental pressures, fierce debates about growth, and civil rights issues continue to redraw the boundaries defining land use law.

Land Use Law reviews local planning and land use regulation programs, and is the only treatise with comprehensive citations to federal and state court decisions, as well as state statutes. Both land use practitioners and general practitioners whose clients have land use regulation problems will find this book a valuable addition to their library. Look to **Land Use Law** for both federal and state case law. In addition to federal takings law, it has sections on federal remedies under Section 1983 of the Federal Civil Rights Act, free speech issues as they apply to land use regulations, and antitrust law.

Even if you don't go to court with land use cases, you'll find this resource an invaluable resource on the law of variances, special exceptions, zoning amendments, subdivision approvals, and other zoning actions that are heard by local zoning agencies.

Marine Oil Pollution

Marine Oil Pollution contains the most authoritative coverage of this topic available. Updated yearly, this comprehensive work covers every aspect of the law on marine oil pollution and provides a great starting point for further research in this area. Topics covered include federal and state marine oil pollution law, criminal penalties, international conventions, and industry initiatives.

Marine Oil Pollution is also published as Chapter 9 of Volume 3 of *Benedict on Admiralty*.

Municipal Litigation Reporter

Access to certain freelance articles and other features within this publication (i.e. photographs, classifieds, etc...) may not be available.

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Newsgathering and the Law

Lee Levine, Robert C. Lind, Seth D. Berlin, C. Thomas Dienes

It is time you learned from the experts.

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Lind, Seth D. Berlin, and C. Thomas Dienes each with more than 20 years of experience in media law, share their combined life work with you. Hundreds more pages of analysis; including a new chapter Privilege on the Internet and new discussions like Civil Commitment Proceedings; Military Proceedings and National Security and Other Technology in the Courtroom all make the Fourth Edition a must read.

The eBook version of this title features links to Lexis Advance for further legal research options.

Nichols on Eminent Domain

Professor David L. Callies, Dwight H. Merriam, Professor Patricia Salkin, Larry J. Smith, David Schultz

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You'll get the arguments that can be raised to increase or decrease the value of your client's property, including market values, damages, proposed use, amount of award, income, improvements, sales, and offers. You'll also get the rules of evidence pertaining to valuation.

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- Professor Patricia Salkin, Albany Law School, Albany, New York
- Larry J. Smith, Graham & Dunn, P.C., Seattle, Washington
- David Schultz, Graduate School of Public Administration and Management, Hamline University, St. Paul, Minnesota

This 18-volume loose-leaf treatise is updated four times per year and is also available as an eBook in .mobi and .epub formats, as well as on lexis.com.

Personal Injury: Actions, Defenses, Damages

Louis R. Frumer, B.A., LL.B., LL.M., Melvin I. Friedman, A.B., LL.B., Sally Aiello, Esq.; Professor James Albert; Michael Axline, Esq.; Michelle Barnes-Keating, Esq.; Roy L. Benoit, LL.B.; Professor Edward Birmingham; Professor Arthur Best; Professor Gerald W. Boston; Joel F. Cofsky, J.D.; Mary James Courtenay, Esq.; Jeffrey Dannenberg, Esq.; Rosanne Dobbin, LL.B.; Professor Constance Fain; G. Robert Friedman, Esq.; Kennon Goff, Esq.; Lester Jayson, Esq.; Vincent Johnson, Esq.; David Kaplan, Esq.; Martin Kaufman, Esq.; Richard E. Kaye, Esq.; Christine Knepper-Wolff, Esq.; Michel J. Landron, Esq.; Marilyn Minzer, LL.B.; Jerome Nates, J.D.; John O'Donnell, Esq.; Gordon Ohlsson, J.D.; Lily T. Pilgrim, LL.B.; Donald Polden, Esq.; Mark S. Rhodes, Esq.; David Rickless, Esq.; Jeffery Robertson, Esq.; David A. Slavin, Esq.; R. J. Stone, Esq.; Professor Ronald F. Wright, Esq.

The largest and most comprehensive case law compendium in legal literature provides encyclopedic treatment of the personal injury law of every American jurisdiction.

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- Each title provides coverage of theories of recovery, elements of cause of action and necessary allegations, defenses and damages
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- A separate volume provides consolidated treatment of damages
- Annotated to all jurisdictions

First published in 1957.

Police Civil Liability

Isidore Silver

A comprehensive guide to the personal injury and civil rights aspects of police misconduct. Includes an extensive array of forms. An essential resource for personal injury lawyers--plaintiff and defense, civil rights attorneys, government counsel, and for law enforcement officers at all levels, this handy work provides numerous practice aids and forms throughout.

Includes:

- Section 1983 & other Federal Civil Rights Actions
- Negligence during police emergencies
- False arrest and imprisonment
- Liability for misuse of weapons
- Assault and battery
- Malicious prosecution
- Duties to persons arrested and incarcerated
- Duty to protect citizens and property
- Immunity

An appendix contains detailed analysis of qualified immunity in Fourth Amendment search and seizure and other constitution litigation.

Powell on Real Property

Michael Allan Wolf

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- The Supreme Court Update, an annual review of Supreme Court cases affecting real property interests
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Updated analysis of complex property issues related to Rails-to-Trails.

Some of the most contested property disputes of the late twentieth and early twenty-first centuries have concerned the conversion of railroad corridors to public uses such as recreational trails. Such disputes are the subject of new Chapter 78A, Rails-to-Trails: Conversion of Railroad Corridors to Recreational Trails, written by Professor Danaya C. Wright.

Updated information and analysis on Green Buildings.

Why do real estate attorneys need to know about them? General Editor Michael Allan Wolf explains in new Chapter 78B, Green Buildings, as he explores the green building phenomenon--the forces coming together to integrate building design and construction practices furthering energy efficiency, resource conservation, and the protection of the environment.

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- Land use planning and regulation
- Mortgages, liens and foreclosures
- Tax aspects of real estate transactions and investments
- Effect of telecommunications laws on real property interests
- Property disputes related to conversion of railroad corridors to recreational trails and other public uses (rails-to-trails)
- Green buildings

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- *Georgia v. Randolph*, 126 S. Ct. 1515 (2006)
- *Hibbs v. Winn*, 542 U.S. 88 (2004)
- *Eldred v. Ashcroft*, 537 U.S. 186 (2003)
- *United States v. Craft*, 535 U.S. 274 (2002).

Regulatory Takings

Steven J. Eagle

Regulatory Takings provides clear, yet trenchant analyses of the federal and state constitutional principles that arise when expanding land use regulations clash with the right of citizens to receive just compensation when their property is taken.

"On Point" Law for the Legal Specialist

Regulatory Takings provides a detailed examination of the substantive and procedural aspects of regulatory takings law as well as the judicial applications of these principles in specific areas, such as exactions on new development and governmental growth restrictions. In the process, **Regulatory Takings** liberally cites pertinent cases, statutes, and secondary sources. It examines technical considerations unique to regulatory takings, such as special standing requirements, while highlighting widely varying state and local statutes, ordinances, and administrative practices. Get detailed analysis on:

- wetlands regulations
- exactions on development
- free speech rights in shopping malls and other private property
- the Endangered Species Act
- "exclusionary" zoning
- asset seizures
- rent controls

In this invaluable fifth edition, the author offers careful and balanced appraisals of both governmental powers and private rights. Whether you represent property owners and developers subject to regulation, units of state or local government, or public interest organizations such as environmental or property rights groups, you'll find **Regulatory Takings** an indispensable resource.

Toxic Substances Control Act (Gold & Warshaw)

Miriam V. Gold and Jean Warshaw

The growing concern in the United States about the safety of chemicals in our environment makes the **Toxic Substances Control Act (TSCA)** authored by Miriam V. Gold & Jean Warshaw, a timely topic. TSCA is the primary vehicle for enabling the government to review most chemicals, other than foods, drugs, cosmetics and pesticides, before they are introduced into commerce. Last year's dramatic recall of children's toys tainted with lead has increased the calls for thorough information about the chemicals in our environment. In addition, the lightening speed of nanotechnology development threatens to leave regulators with very few tools to address the environmental and toxicological effects of nanomaterials. This book is a unique resource for lawyers and regulatory

affairs specialists who need to understand the Toxic Substances Control Act (TSCA), including the surrounding law, regulations and guidances. This volume includes a CD-ROM containing a broad array of resource materials, references to other supporting source materials, and procedures to implement an integrated TSCA compliance plan.

Features

- Unique and strategic text on regulatory compliance of the Toxic Substances Control Act (TSCA).
- Written by two practitioners with over thirty-three years combined wealth of experience in the chemical industry.
- Text includes helpful samples and draft documents for attorneys and regulatory specialists, with accompanying CD-ROM for ease of use.

Williams & Meyers, Oil & Gas Law Abridged Ed.

With this convenient desk edition, you will get thorough yet concise coverage of the law relating to oil and gas. A handy abridgement of the 8-volume master treatise, Williams & Meyers, Oil and Gas Law, this book contains full treatment of property interests, conveyancing, oil and gas leases, implied covenants, and pooling and unitization. It is a good starting point for researching all your questions dealing with oil and gas law and the section numbering is keyed to the master treatise, locating in-depth and detailed analysis of your topic is quick and easy.

Zoning and Land Use Controls

Eric Damian Kelly

With the broadest scope, most forms and best index of any comparable publication available, along with two full volumes of model ordinances and detailed annotations organized by jurisdiction, **Zoning and Land Use Controls** gives you everything you need to practice real estate law with complete confidence.

Zoning and Land Use Controls covers:

- Modern land use law trends such as sign regulation and adult-use businesses
- Federal and state regulation
- Zoning procedures and judicial review
- Model ordinances
- Site plans
- Sample building permits
- Zoning application forms

First published in 1977

10 volumes, loose-leaf; updated with revisions

Zoning Law and Practice

Zoning Law and Practice treats a complex subject with clarity and accuracy. The author searched out cases from all jurisdictions to produce an indispensable work containing a cross-section of the various holdings, both pro and con, regarding zoning as a municipal science.

For more information, contact your LexisNexis account representative.

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All Legislative Bill Histories

This file provides helpful insight into history of a bill, resolution, or other form of legislation. In each state the available legislative history types are bill analyses, fiscal analyses, and governor's messages. State Net continues to monitor all legislatures for availability of additions or enhancements to legislative history content.

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MI Circuit Courts - Trial Orders
MI Court of Claims - Trial Orders
MN District Courts - Trial Orders
MO Circuit Courts - Trial Orders
MS Circuit Courts - Trial Orders
MT District Courts - Trial Orders
MT Water Courts - Trial Orders
MT Workers' Compensation Decisions
NC Business Court - Trial Orders
NC Superior Courts - Trial Orders
NE Workers' Compensation Decisions
NH Superior Courts - Trial Orders
NJ Chancery Court Cases 1830 - 1948 - Trial Orders
NJ Miscellaneous Cases 1923 - 1949 - Trial Orders
NJ Prerogative Court Cases 1831 - 1948 - Trial Orders
NJ Superior Courts - Trial Orders
NJ Superior Courts, Unpublished - Trial Orders
NJ Supreme Court Cases 1789 - 1948 - Trial Orders
NJ Tax Court - Trial Orders

NJ Tax Court, Unpublished - Trial Orders
NM District Courts – Trial Level Orders
NV District Courts - Trial Orders
NY Lower Courts - Trial Orders
NY Lower Courts - Trial Orders from New York Law Journal(ALM)
OH Lower Courts - Trial Orders
OK District Courts - Trial Orders
OR Circuit Courts - Trial Orders
OR Tax Court - Trial Orders
PA County Decisions - Trial Orders
RI Superior Courts - Trial Orders
SC Common Pleas Courts - Trial Orders
SD Circuit Courts - Trial Orders
TN Chancery Courts - Trial Orders
TN Circuit Courts - Trial Orders
TN Criminal Courts - Trial Orders
TX County Courts - Trial Orders
TX Criminal District Courts - Trial Orders
TX District Courts - Trial Orders
UT District Courts - Trial Orders
VA Circuit Courts - Trial Orders
VI Superior & Territorial Courts - Trial Orders
VT Superior Courts - Trial Orders
WA Superior Courts - Trial Orders
WI Circuit Courts - Trial Orders
WV Circuit Courts - Trial Orders

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Research Business Records

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Retrieve Property Records

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- Updated more frequently in 21 states compared to Westlaw

20 MORE STATES COVERED



INDIVIDUAL RECORDS

- 20.9 billion consumer records
- 622.3 million criminal records

11.1B

RECORDS WITH UNIQUE NAME + ADDRESS COMBINATIONS



PHONE NUMBERS

- 19.6 million Canadian phone records

320M UNIQUE CELL PHONES



BUSINESS INFORMATION

- Fictitious business filings
- Sales tax registrations

75.2M

BUSINESS CONTACT RECORDS



UCC RECORDS

- 208.1 million UCC lien filings
- Updated daily in 48 states, D.C. and the Virgin Islands compared to Westlaw daily updates in only 6 states
- Earlier start date in 20 states compared to Westlaw

81%

U.S. STATES AND TERRITORIES UPDATED MORE FREQUENTLY



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- 114 million foreclosure records
- Deeds and mortgage records from 171 counties that are not available on Westlaw
- Deed and mortgage records go back further in 2,305 counties compared to Westlaw
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6.3B PERSONAL PROPERTY RECORDS



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6.51B MOTOR VEHICLE REGISTRATIONS

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**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:

February 2, 2021

Title:

Authorization to Acknowledge Bids and Award and Execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Authorization to Acknowledge receipt of six bids and award and execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier has requested bids for the Emergency Watershed Protection Program drainage project; and

WHEREAS, this project would construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road; and

WHEREAS, six bids were received for this project and opened on January 8, 2021; and

WHEREAS, Bottom 2 Top Construction, LLC was the low bidder, however, the contractor requested to withdraw their bid for consideration; and

WHEREAS, the next low bidder was J.E. Talley Construction in the amount of \$174,453.90; and

WHEREAS, the Project Engineer has reviewed the relevant qualifications and bids, and recommends awarding this contract to J.E. Talley as the lowest and best bid currently available; and

WHEREAS, the Mayor and Council Members hereby find that J.E. Talley has submitted the lowest and best bid currently available; and

WHEREAS, the Mayor and Council Members hereby find that awarding and executing a contract with J.E. Talley for the Emergency Watershed Protection Program drainage project is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, contract with J.E. Talley for the 2019 Emergency Watershed Protection Program drainage project is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/26/2021
Subject: NRCS Emergency Watershed Protection Program Drainage Project Contract (2019 Round of Funding)

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of six bids and award and execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90.

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 was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The local match is \$50,312.50. Therefore, the total approved budget is \$216,343.75.

This project would construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road.

DISCUSSION:

A total of six bids were received for this project and opened on January 8, 2021. Bottom 2 Top Construction, LLC was the low bidder. However, that contractor requested to withdraw their bid from consideration. The next low bidder was J.E. Talley Construction.

Seymour Engineering has reviewed the bids and recommends awarding this project to J.E. Talley Construction in the amount of \$174,453.90.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of six bids and award and execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90.

The City Council may:

- 1) Accept bids and authorize the award and execution of the contract as presented; or
- 2) Reject all bids and modify the scope of the project; or
- 3) Reject all bids and re-advertise.

ATTACHMENTS:

1. Contract Award Recommendation Letter
2. Bottom 2 Top Bid Withdrawal Letter
3. Bid Tabulation

January 15, 2021

Ms. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Acknowledge Receipt of Bids and Recommendation of Award
2020 NRCS Sites – Beasley Road and Riverside Drive

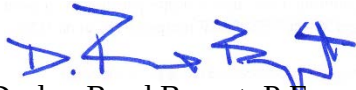
Dear Ms. Yancey,

Please be advised that on Friday, January 8, 2021, at 3:00 PM, six bids were received for the above referenced project. As you will see from the attached bid tabulation, Bottom 2 Top Construction, LLC is the low bidder. While I was performing the due diligence prior to recommending the contract award, it was determined that this bidder made an error on their bid and has requested to withdraw their bid from consideration.

That said, the next low bidder is J.E. Talley Construction, whom I contacted. They are comfortable with their bid amount and are prepared to perform the project as specified in the contract documents. Based on this, I recommend awarding this project to J.E. Talley Construction in the amount of \$174,453.90.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,
SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Engineer

Cc: Ms. April Stennett, Grants and Project Administrator

Attachment: Certified Bid Tabulation



January 18, 2021

To whom it may concern,

On January 8, 2021 Bottom 2 Top was the apparent low bidder on the Beasley Rd and Riverside Drive job. There was a clarification we did not see that was issued on January 6th, 2021 that Bottom 2 Top unfortunately did not see. Upon the receipt of the email from Reed Bryant on January 11, 2021 verifying that we saw the clarification, Bottom 2 Top replied stating that we are not comfortable doing this project due to the clarification. This letter is intended as a formal withdrawal of the project. We at Bottom 2 Top apologize for any inconvenience this may cause and we thank you.

Address:
23272 Hwy 49 Frontage Rd. Suite B
Saucier, MS 39574
Office: 228-731-3795
Fax: 228-314-3811
Email: jraffeo@bottom2top.net

The City of Gautier
2020 NRCS Sites - Beasley Road & Riverside Drive

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 8, 2021 at 3:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		E.R.S., Inc. 1635 Lelia Drive, Ste 102 Jackson, MS 39216 09317-MC		Jack Ferrill's Heavy Equipment 4222 Ingalls Ave Pascagoula, MS 39581 19884-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571 08365-MC	
Item. No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																	
1	MOBILIZATION	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,500.00	\$ 15,500.00	\$ 6,100.00	\$ 6,100.00	\$ 20,000.00	\$ 20,000.00	\$ 6,352.50	\$ 6,352.50
2	DEBRIS REMOVAL (BANK TO BANK REMOVAL OF VEGETATION, DEBRIS, RUBBISH, TRASH, ETC.)	3270	LF	\$ 42.00	\$ 137,340.00	\$ 8.00	\$ 26,160.00	\$ 55.00	\$ 179,850.00	\$ 33.17	\$ 108,465.90	\$ 24.40	\$ 79,788.00	\$ 15.00	\$ 49,050.00	\$ 25.40	\$ 83,058.00
3	UNCLASSIFIED EXCAVATION	165	CY	\$ 8.00	\$ 1,320.00	\$ 8.00	\$ 1,320.00	\$ 50.00	\$ 8,250.00	\$ 5.55	\$ 915.75	\$ 36.60	\$ 6,039.00	\$ 12.00	\$ 1,980.00	\$ 12.70	\$ 2,095.50
4	CONCRETE PAVED DITCH (6" THICK)	665	SY	\$ 35.00	\$ 23,275.00	\$ 120.00	\$ 79,800.00	\$ 122.00	\$ 81,130.00	\$ 61.69	\$ 41,023.85	\$ 64.66	\$ 42,998.90	\$ 125.00	\$ 83,125.00	\$ 86.40	\$ 57,456.00
5	CONCRETE HEADWALL	8	EA	\$ 2,400.00	\$ 19,200.00	\$ 1,409.76	\$ 11,278.08	\$ 2,100.00	\$ 16,800.00	\$ 2,347.01	\$ 18,776.08	\$ 3,355.00	\$ 26,840.00	\$ 2,400.00	\$ 19,200.00	\$ 3,811.50	\$ 30,492.00
6	EROSION CONTROL BLANKET	800	SY	\$ 2.50	\$ 2,000.00	\$ 3.90	\$ 3,120.00	\$ 5.00	\$ 4,000.00	\$ 1.50	\$ 1,200.00	\$ 4.88	\$ 3,904.00	\$ 3.50	\$ 2,800.00	\$ 3.20	\$ 2,560.00
7	HYDROSEEDING	1000	SY	\$ 4.75	\$ 4,750.00	\$ 3.86	\$ 3,860.00	\$ 3.00	\$ 3,000.00	\$ 1.95	\$ 1,950.00	\$ 4.88	\$ 4,880.00	\$ 3.75	\$ 3,750.00	\$ 3.80	\$ 3,800.00
8	SILT FENCING	400	LF	\$ 4.00	\$ 1,600.00	\$ 3.90	\$ 1,560.00	\$ 8.00	\$ 3,200.00	\$ 3.56	\$ 1,424.00	\$ 4.88	\$ 1,952.00	\$ 2.75	\$ 1,100.00	\$ 4.45	\$ 1,780.00
9	WADDLES (18" DIAMETER)	200	LF	\$ 6.00	\$ 1,200.00	\$ 5.86	\$ 1,172.00	\$ 20.50	\$ 4,100.00	\$ 3.75	\$ 750.00	\$ 9.76	\$ 1,952.00	\$ 4.50	\$ 900.00	\$ 6.35	\$ 1,270.00
TOTAL BID				\$ 202,685.00		\$ 146,270.08		\$ 330,330.00		\$ 190,005.58		\$ 174,453.90		\$ 181,905.00		\$ 188,864.00	



D. Bryant

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

February 2, 2021
Authorization to Acknowledge Bids and Award and
Execute a Contract with J.E. Talley Construction for the
Town Commons Park, Phase 1 project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to Acknowledge receipt of eight bids and award and execute a contract with J.E. Talley Construction for the Town Commons Park, Phase 1 project in an amount not to exceed \$1,889,801.79.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier has requested bids for Town Commons Park, Phase 1 project; and

WHEREAS, on January 22, 2021, eight sealed proposals were received; and

WHEREAS, the project budget allows for the award of the base bid, additive alternate 1 (pickleball area infrastructure), and additive alternate 2 (paving the limestone parking areas contained in the base bid). Additionally, a material alternate deduction is recommended, as provided on the Bid Schedule; and

WHEREAS, the low bidder was J.E. Talley Construction for this award scenario; and

WHEREAS, the proper proposal documentation, including bid bond, is in order as required by the contract documents; and

WHEREAS, Seymour Engineering has reviewed the bids, and recommends awarding the contract to J.E. Talley in the amount of \$1,889,801.79, which is the total for the base bid, additive alternate 1, additive alternate 2, and a deduction for material alternatives; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the base contract, additive alternates 1 and 2, and a deduction for material alternatives to the lowest and best bidder, J.E. Talley Construction, in an amount not to exceed \$1,889,801.79; and

WHEREAS, the Mayor and Council Members hereby find that J.E. Talley Construction, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of the base contract, additive alternates 1 and 2, and a deduction for material alternatives with J.E. Talley Construction for the Town Commons Park, Phase 1 project is hereby authorized and approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/26/2021
Subject: Town Commons Park, Phase I – Contract Award

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of eight bids for the Town Commons Park, Phase I project and award and execute a contract with J.E. Talley Construction in an amount not to exceed \$1,889,801.79.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, water feature, trails, pickle ball court, etc. Phase I includes site work, water/sewer, drainage, parking, sidewalks, and the open lawn.

DISCUSSION:

On January 22, 2021, eight bids were received and opened for this project. The project budget allows for the award of the base bid, additive alternate 1 (pickleball area infrastructure) and additive alternate 2 (paving the limestone parking areas contained in the base bid). Additionally, a material alternate deduct will be awarded, as provided on the Bid Schedule.

As shown on the bid tabulation, J.E. Talley Construction is the low bidder for this award scenario. Seymour Engineering has reviewed the bids and recommends awarding the contract to J.E. Talley Construction in the amount of \$1,889,801.79, which is the total for the base bid, additive alternate 1, additive alternate 2, and deduct for material alternates.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of eight bids for the Town Commons Park, Phase I project and award and execute a contract with J.E. Talley Construction in an amount not to exceed \$1,889,801.79.

The City Council may:

- 1) Authorize the award and execution of the contract; or
- 2) Reject all bids and modify the scope of the project; or
- 3) Reject all bids and re-advertise.

ATTACHMENTS:

1. Contract Award Recommendation Letter
2. Contract
3. Certified Bid Tabulation

January 26, 2021

Mrs. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Acknowledge Receipt of Bids and Recommendation of Award
City of Gautier Town Commons Development

Dear Mrs. Yancey,

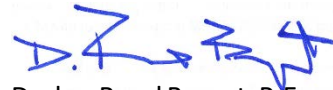
Please be advised that on Friday, January 22, 2021, at 2:00 PM, bids were received for the referenced project. I have included the bid tabulation for your review. After discussions with City Personnel, the budget allotted for this project allows for the award of the Base Bid, Additive Alternate #1 to include the pickleball area infrastructure, and Additive Alternate #2 to pave the limestone parking areas contained on the Base Bid. Likewise, a materials deduct will be awarded for material's alternates provided on the Bid Schedule.

As you will see from the attached bid tabulation, J.E. Talley Construction is the low bidder for this award scenario. They have provided all required documents as part of the bid and have performed several projects along the Gulf Coast of this magnitude. That said, I recommend awarding this Construction Contract to J.E. Talley Construction for their bid amount of \$1,889,801.79, which is the total for the Base Bid, Additive Alternate #1, Additive Alternate #2, and Deduct for Materials Alternates provided on the Bid Schedule.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Engineer

Cc: Ms. April Stennett, Grants and Project Administrator

Attachment: Certified Bid Tabulation
Construction Contract
Construction Contract General Conditions
Construction Contract Supplementary General Conditions

D. Reed Bryant, P.E.
Project Engineer / Project Manager

Enclosed: Phase 1A – Drainage/Site Plan
 Phase 1B – Drainage/Site Plan
 Peak Discharge Calculations, including a detention size summary & orifice size summary

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



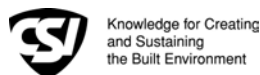
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This document has been approved and endorsed by

The Associated General Contractors of America



**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER

(Owner) and J.E. TALLEY CONSTRUCTION, INCORPORATED

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CITY OF GAUTIER
TOWN COMMONS PARK
PHASE 1 – SITEWORK**

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work shall consist of furnishing all labor, design, material, tools, equipment, and layout in performing the site work and utility construction as shown the drawings and specifications.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

TWO-HUNDRED AND SEVENTY (270) CONSECUTIVE CALENDAR DAYS FOLLOWING THE "NOTICE TO PROCEED"

4.03 Liquidated Damages - "LIQUIDATED DAMAGES IN THE SUM OF \$1,000.00 FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

~~A. For all Work other than Unit Price Work, a Lump Sum of:~~

 N/A (\$)
(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
	SEE ATTACHED BID SCHEDULE				
	TOTAL OF BASE BID, ADDITIVE ALTERNATE #1, ADDITIVE ALTERNATE #2, MATERIALS DEDUCT AND ADDITION	ONE MILLION, EIGHT-HUNDRED AND EIGHTY NINE THOUSAND, EIGHT HUNDRED AND ONE DOLLARS AND SEVENTY-NINE CENTS			<u>\$1,889,801.79</u>
		(words)			(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Provided that an Application for Payment is received by the Engineer not later than the 20th day of a month, the Owner shall make payment to the Contractor not later than 45 days. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Engineer receives the Application for Payment. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name Seymour Engineering and the City of Gautier as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to Seymour Engineering and the City of Gautier in respect to workers compensation.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 43, inclusive).
6. Supplementary Conditions (pages 1 to 14 inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 36 sheets with each sheet bearing the following general title: **CITY OF GAUTIER TOWN COMMONS PARK, PHASE 1 – SITEWORK, GAUTIER, MISSISSIPPI** (or) the Drawings listed on attached sheet index.
9. Addenda (numbers 1 to 4, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. _____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

THE CITY OF GAUTIER, MISSISSIPPI

J.E. TALLEY CONSTRUCTION, INCORPORATED

By: _____

By: _____

Title: **CITY MANAGER**

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 US-90

GAUTIER, MS 39553

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such

as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands

furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials

and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or *terms* of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to *describe* an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the *Contract Times*. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it *provides* a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to *form* and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field *measurements*. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor *discovers* any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving *Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions

in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's *written* interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its *consultants*, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other *project* without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the

party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners,

employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the

existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the *scope* of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) *secure* or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area *until* after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do *business* is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance *companies* that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified

in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of *Contractor's* full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect *Contractor*.

E. The insurance *and* insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of *or* result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability *insurance* as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing

by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or *Laws* and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or *renewal* refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the

Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, *agents*, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and *Engineer*, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and *maintained* by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or

of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property *insurance* pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, *methods*, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced *without* written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform *construction* as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or *protection* of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility *for* all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. *All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.*

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection

with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, *technique*, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made *pursuant* to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at *Contractor's* expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by *Contractor* pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner

for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date *indicated* for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The *divisions* and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement *between* Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the

performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are *applicable* at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the *Work*. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be

responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in *Contract Price* or *Contract Times*. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and *Regulations* of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during *construction*. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in *connection* with the Work. Such responsibility does not relieve Subcontractors of their

responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific *requirements* of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and *responsibilities* shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract *Documents* have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to *Engineer* for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria,

materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work *performed* prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with

respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to

establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed

by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or

entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable

bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in

which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand

for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be *deemed* to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. *Determinations* of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit *price* will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the *Contract Price* in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any *Claim* for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be *determined* as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at

whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times *shall* be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a *Claim* is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the

performance or *progress* of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the *fault* of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the *control* of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or *Engineer* has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's

safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be *inspected*, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the *Work*; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without *written* concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E *shall* be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's

intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be *uncovered* for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, *expose*, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of *repair* or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or *fails* to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not *defective*. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no *action* that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not *promptly* comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and

replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of *equipment* is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended *for* an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The *provisions* of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to *all* fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if

Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such *corrective* or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work *attributable* to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress

payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs

14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of *Substantial Completion* which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If,

after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and *usable* part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if

Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The *making* and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The *occurrence* of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a *performance* bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other *right* or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of *anticipated* profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer *fails* to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven *days* after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been *validly* given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period *falls* on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with *the* Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS

Prepared for the City of Gautier

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the same meanings stated below, which are applicable to both the singular and plural thereof.

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

SPECIFIC COMMENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.19. *Engineer* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.19:

Wherever in these Contract Documents the word "Engineer" or "E/A" or "A/E" appears, it shall be understood to mean the Engineer, Seymour Engineering, PLLC, and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

SC-1.01.A.29. *Owner* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.29:

Whenever in these Contract Documents the word "Owner" appears, it shall be understood to mean the City of Gautier acting by and through their official minutes, and their authorized representatives.

SC-1.01.A.44. *Substantial Completion* – AMEND the language in the first sentence of Paragraph 1.01.A.44 to read as follows:

CHANGE the language from “in the opinion of Engineer,” to “in the opinion of the Engineer and Owner,”

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01.B *Evidence of Insurance* DELETE Paragraphs and 2.01.B in its entirety and INSERT the following in its place:

B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) .which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.02 *Copies of Documents* AMEND the language in the first sentence in Paragraph 2.02.A to read as follows:

CHANGE the language from “up to ten” to “up to three unless otherwise noted in Article 4”.

SC-2.03 *Commencement of Contract Times; Notice to Proceed* DELETE the last sentence in its entirety.

SC-2.06.B *Preconstruction Conference; Designation of Authorized Representative* AMEND the language in the second sentence in Paragraph 2.06.B to read as follows:

“Contractor’s representative shall have the authority to transmit instructions, receive information, render decisions

relative to the Contract, and otherwise act on behalf of Contractor. Owner's representative is authorized to act as a liaison with respect to the Project."

SC-2.07 Initial Acceptance of Schedules ADD the following new language at the end of Paragraph 2.07.A.2:

The requirements for specification Section 01300 - Submittals During Construction shall also be met prior to accepting the Schedule of Submittals.

SC-2.08 Narrative Report Outline ADD the following new paragraph immediately following Paragraph 2.07:

SC-2.08 A narrative report as outlined in Specification section 01311 shall be required and shall accompany all Payment Applications prior to approval.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03.A Reporting Discrepancies Add this sentence to the end of Paragraph 3.03A.1:

1. Even though Contractor is required to notify Engineer as to possible quantity differences, there shall be no price adjustment given to the Contractor as a result of any variation between the estimated quantities and the actual quantities necessary to complete the required work.

SC-3.03.B Resolving Discrepancies ADD the following new language at the end of this section:

- c. Whenever the Contract Documents contain contradictions or discrepancies within the document, the most costly means or method shall be applied.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01.A Availability of Lands DELETE the last sentence.

SC-4.01.B Availability of Lands DELETE this paragraph in its entirety.

SC-4.02 Subsurface and Physical Conditions DELETE Paragraph 4.02.A and Paragraph 4.02.B in their entirety and REPLACE 4.02A.1 and 4.02B.1 with the following:

- A.1. Subsurface data known to Owner at the time of considering said project may have changed as a result of weather conditions, regular marine traffic, incidental work within the area, expansion of marsh grasses and submerged aquatic vegetations, etc. Any such change or a combination of change could present different conditions thus have an impact on the quantity of dredge material necessary to complete the required work and comply with all permit requirements.
- B.1. Technical data is advisory only and Contractor is solely responsible for the accuracy of any data used for their field assessment and evaluation of site conditions of required work to be completed.

SC-4.02.C Site Surveys ADD the following new paragraph immediately after Paragraph 4.02.B:

- C. *Site Surveys:* Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03.

SC-4.03.C.1 Possible Price and Times Adjustments DELETE Paragraph 4.03C Possible Price and Times Adjustments in its entirety and REPLACE with the following:

4.03C. Contractor may only be entitled to an adjustment in price or time due to abnormal weather conditions or other conditions when such claim is validated by Engineer. However, Contractor will not be entitled to increase in

price due to any variations in estimated to completed dredge quantities.

SC-4.04.B.2 *Underground Facilities; Not Shown or Indicated* AMEND the language in the second sentence of paragraph 4.04.B.2 to read as follows:

CHANGE the language from “An equitable adjustment shall be made in the Contract Price...” to “An equitable adjustment may be made in the Contract Price...”.

SC-4.05 *Reference Points* AMEND the language in the second sentence of Paragraph 4.05.A to read as follows:

CHANGE the language from “without prior written approval of Owner” to “without prior written approval of Owner and Engineer”.

SC-4.06 *Hazardous Environmental Conditions at Site* DELETE Paragraphs 4.06.A and 4.06.B in their entirety and INSERT the following in their place:

- A. No reports or drawings of hazardous conditions at the site are known to the Owner or Engineer.
- B. Not used.

SC-4.06.G *Hazardous Environmental Conditions at Site* DELETE Paragraphs 4.06.G in its entirety.

SC-4.07 *Site Investigation and Representation* ADD the following new paragraph immediately after Paragraph 4.06:

SC-4.07 *Site Investigation and Representation*

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the Work or the cost thereof under this Contract. The Contractor further acknowledges subject to conditions in Section 4.02 that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.03.B *Certificates of Insurance* DELETE Paragraph 5.03.B in its entirety.

SC-5.03 *Certificates of Insurance* ADD the following new paragraph immediately after Paragraph 5.03.E:

- F. The Contractor shall be required to submit a Certificate of Insurance with every pay application; or, no later than every thirty (30) days for the term of Contract. If an approved Certificate of Insurance is not included with the pay application, then it will be considered non-compliant with the Contract Documents and returned to the Contractor.

SC-5.04 *Contractor's Liability Insurance* ADD the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's Compensation, and related coverage under Paragraph 5.04.A.1 and A.2 of the General

Conditions:

- a. Statutory
- b. Applicable Federal: Statutory (e.g. Longshoreman's)
- c. Employer's Liability: \$100,000 or Statutory

2. Contractor's General Liability under Paragraph 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate: \$ 1,000,000.00
- b. Products- Completed \$ 1,000,000.00
Operations Aggregate
- c. Personal and Advertising \$ 1,000,000.00
Injury
- d. Each Occurrence (Bodily \$ 1,000,000.00
Injury and Property Damage)
- e. Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 1,000,000.00
 - 2) Each Occurrence \$ 1,000,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$ 1,000,000.00
 - Each Accident \$ 1,000,000.00
- b. Property Damage:
 - Each Accident \$ 1,000,000.00
- c. Combined Single:
 - Limit of \$ 1,000,000.00

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following:

- a. Bodily Injury:
 - Each Person \$ 1,000,000.00

b. Property Damage:

Each Accident \$ 1,000,000.00

Annual Aggregate \$ 1,000,000.00

5. The list of names, other persons, or entities to be included on the policy as additional insured are as per Paragraph 5.11.

SC-5.06.A Property Insurance DELETE Paragraph 5.06.A in its entirety and INSERT the following in its place:

- A. When available, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. in addition to the individuals and entities specified, include additional insured per Paragraph 5.11.
- c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- f. allow for partial utilization of the Work by Owner;
- g. include testing and start up; and
- h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B DELETE this article in its entirety.

SC-5.06.E DELETE this Paragraph in its entirety.

SC-5.07.A *Waiver of Rights* DELETE the third and fourth sentences in their entirety.

SC-5.07.B DELETE this Paragraph in its entirety.

SC-5.11 *Additional Insured* ADD the following new paragraph immediately after Paragraph 5.10.

SC- 5.11 *Additional Insured*

- A. Where applicable, all insurance policies shall name the Owner and Engineer as herein before defined as additional insured.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITY

SC-6.06 *Concerning Subcontractor’s, Suppliers, and Others* ADD a new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.07.B *Patent Fees and Royalties* DELETE this paragraph in its entirety.

SC-6.12 *Record Documents* ADD a new paragraph immediately after Paragraph 6.12.A:

- B. Owner may withhold progress payments until record documents are properly updated. Final payment may not be made until all record documents are accepted in writing by Owner.

SC-6.17 *Shop Drawings and Samples* ADD the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

SC-6.19 *Contractor’s General Warranty* ~~*Warranty*~~ *and Guarantee* ADD the following new paragraph immediately after Paragraph 6.19.C:

- D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one-year following Substantial Completion.

SC-6.20 *Indemnification* DELETE this article in its entirety and INSERT the following in its place:

- A. Contractor shall defend, indemnify and hold harmless Owner and Engineer, their agents, servants, employees, officers, directors, members, partners, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, (including but not limited to all fees and charges of engineers, architects, and attorneys and all court or other dispute resolution costs), with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Contractor under this Contract.

ARTICLE 7 – OTHER WORK AT SITE

SC-7.04 *Claims Between Contractors* ADD a new paragraph immediately after Paragraph 7.03:

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.02 *Replacement of Engineer* AMEND the language of Paragraph 8.02.A to read as follows: INSERT "resignation or" immediately before "termination". DELETE "to whom Contractor makes no reasonable objection,".

SC-8.11 *Evidence of Financial Arrangements* Add the following new paragraph immediately after Paragraph 8.11.A:

- B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfil the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative* AMEND the language in the second sentence of Paragraph 9.03.A to read as follows:

DELETE the language "the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in".

SC-9.07A *Determination for Unit Price Work* AMEND the language in the first sentence of Paragraph 9.07 to read as follows:

“Engineer will determine the actual quantities and classifications of completed Unit Price Work performed by Contractor.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the first sentence of Paragraph 9.08.B to read as follows:

“Engineer will, with reasonable promptness, render a written recommendation or decision on the issue referred.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the last sentence of Paragraph 9.08.B to read as follows:

“The date of the Engineer’s recommendation / decision shall be the date it is rendered in writing and provided to both parties.”

SC-9.08.C *Decisions on Requirements of Contract Documents and Acceptability of Work* DELETE Paragraph 9.08.C in its entirety and INSERT the following in its place:

“Engineers written recommendation or decision on the issue referred is subject to the provision of Paragraph 10.05.”

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

C-10.05.A *Engineer’s Decision Required* DELETE the last sentence of Paragraph 10.05.A.

SC-10.05.C Item 1, REPLACE “deny” with “recommend denial of”. Item 2, REPLACE “approve” with “recommend approval of”.

SC-10.05.E DELETE Paragraph 10.05.E in its entirety and INSERT the following in its place:

“Owner or Contractor may invoke dispute resolution in Article 16 within 30 days of the engineer’s recommendation of denial or approval.”

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.B Amend the language in the second sentence of Paragraph 11.03.B as follows:

“*Determinations* of actual quantities and classifications of completed Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.”

SC-11.03.D DELETE Paragraph 11.03.D in its entirety and INSERT the following in its place:

- D. There shall be no increase in price due to a variation in actual dredge quantities from the estimated quantities and any variation shall be the sole responsibility of Contractor in formulation of his bid and shall include any possible variations from estimate.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT ITEMS

No Comment.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.A ADD the following new sentence immediately after the first sentence of Paragraph 13.03.A:

Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 *Application for Payments* AMEND the language in the first sentence of Paragraph 14.02.A.1 to read as follows:

CHANGE the language from “At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.” to “On or before the 20th day of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed by the 15th of that month, accompanied by such supporting documentation as is required by the Contract Documents.”

SC-14.02.A.3 *Application for Payments* DELETE Paragraph 14.02.A.3 in its entirety and INSERT the following in its place:

3. The Owner will retain 10% of the amount of each estimate until final completion of the project. On monthly estimates subsequent to the first estimate submitted that includes invoices for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor.

The statement shall read as follows:

This is to certify that payment has been made for invoiced materials included in previous monthly estimate no. _____ thru _____.

Signed: _____

In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may reduce payment in accordance with Paragraph 14.02.

SC-14.02.C *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.02.C.1 to read as follows:

CHANGE the language from “Ten days after presentation of the Application for Payment to Owner,” to “Ten days after approval of the Application for Payment by Owner”.

SC-14.07.C.1 *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.07.C.1 to read as follows:

CHANGE the language from “Thirty days” to “Sixty days”

SC-14.09.A.1 *Waiver of Claims* DELETE this article in its entirety.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

No comment.

SC-15.02.C *Owner May Terminate for Cause* DELETE the second sentence of Paragraph 15.02.C.

SC-15.02.D DELETE in its entirety.

SC-15.02.F DELETE in its entirety and REPLACE with: “The termination provisions of the Standard General Conditions of the Construction Contract and the Supplementary Conditions of the Construction Contract shall supercede the termination procedures of any performance bond provided under the provisions of paragraph 5.01A.”

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

- A. Within 30 days of notice of Engineers recommended action under 10.05C3 or 10.05D, Owner or Contractor may give to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05C or a denial pursuant to Paragraphs 10.05C3 or 10.05D may be submitted to a court of competent jurisdiction to be determined or the parties may agree to submit the claim to another dispute resolution process
- E. Nothing in this article shall be deemed to prohibit or interfere with the rights of the parties to file a court action where necessary to preserve their rights to proceed with litigation.

ARTICLE 17 – MISCELLANEOUS

SC-17.05 *Controlling Law* DELETE Paragraph 17.05.A in its entirety and INSERT the following in its place:

- A. The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of Mississippi. Wherever applicable, each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.
- B. This Contract shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties.

The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC		Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC		SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC	
Item. No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																					
1	MOBILIZATION	1	LS	\$ 94,000.00	\$ 94,000.00	\$ 199,500.00	\$ 199,500.00	\$ 75,150.00	\$ 75,150.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 18,000.00	\$ 18,000.00	\$ 52,000.00	\$ 52,000.00	\$ 64,200.00	\$ 64,200.00	\$ 190,519.00	\$ 190,519.00
2	CONSTRUCTION LAYOUT	1	LS	\$ 16,500.00	\$ 16,500.00	\$ 14,750.00	\$ 14,750.00	\$ 38,000.00	\$ 38,000.00	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 51,000.00	\$ 51,000.00
3	STONE CONSTRUCTION ENTRANCE	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 4,380.00	\$ 4,380.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4	CLEARING & GRUBBING	12.125	AC	\$ 8,750.00	\$ 106,093.75	\$ 15,000.00	\$ 181,875.00	\$ 9,500.00	\$ 115,187.50	\$ 5,000.00	\$ 60,625.00	\$ 5,000.00	\$ 60,625.00	\$ 5,400.00	\$ 65,475.00	\$ 8,000.00	\$ 97,000.00	\$ 10,000.00	\$ 121,250.00	\$ 6,100.00	\$ 73,962.50
5	TREE PROTECTION	50	EA	\$ 150.00	\$ 7,500.00	\$ 943.64	\$ 47,182.00	\$ 750.00	\$ 37,500.00	\$ 125.00	\$ 6,250.00	\$ 300.00	\$ 15,000.00	\$ 300.00	\$ 15,000.00	\$ 227.00	\$ 11,350.00	\$ 133.00	\$ 6,650.00	\$ 200.00	\$ 10,000.00
6	STRIPPING EXCAVATION	8,450	CY (PM)	\$ 4.75	\$ 40,137.50	\$ 10.50	\$ 88,725.00	\$ 7.25	\$ 61,262.50	\$ 4.75	\$ 40,137.50	\$ 7.05	\$ 59,572.50	\$ 6.00	\$ 50,700.00	\$ 7.00	\$ 59,150.00	\$ 4.50	\$ 38,025.00	\$ 5.00	\$ 42,250.00
7	REMOVE EXISTING DRAINAGE PIPE (AND PROVIDE TO THE OWNER)	75	LF	\$ 6.50	\$ 487.50	\$ 10.00	\$ 750.00	\$ 12.00	\$ 900.00	\$ 7.00	\$ 525.00	\$ 25.00	\$ 1,875.00	\$ 18.00	\$ 1,350.00	\$ 15.50	\$ 1,162.50	\$ 30.00	\$ 2,250.00	\$ 8.00	\$ 600.00
8	RESHAPE AND GRADE EXISTING DITCH	360	LF	\$ 25.00	\$ 9,000.00	\$ 8.00	\$ 2,880.00	\$ 7.80	\$ 2,808.00	\$ 5.00	\$ 1,800.00	\$ 20.00	\$ 7,200.00	\$ 18.00	\$ 6,480.00	\$ 15.50	\$ 5,580.00	\$ 18.00	\$ 6,480.00	\$ 10.00	\$ 3,600.00
9	UNCLASSIFIED EXCAVATION	10450	CY (PM)	\$ 6.50	\$ 67,925.00	\$ 10.00	\$ 104,500.00	\$ 8.25	\$ 86,212.50	\$ 5.00	\$ 52,250.00	\$ 7.05	\$ 73,672.50	\$ 6.60	\$ 68,970.00	\$ 7.00	\$ 73,150.00	\$ 4.50	\$ 47,025.00	\$ 7.50	\$ 78,375.00
10	BORROW MATERIAL, TYPE A & B	7150	CY (LVM)	\$ 11.00	\$ 78,650.00	\$ 16.50	\$ 117,975.00	\$ 15.75	\$ 112,612.50	\$ 12.00	\$ 85,800.00	\$ 10.00	\$ 71,500.00	\$ 12.00	\$ 85,800.00	\$ 13.00	\$ 92,950.00	\$ 8.33	\$ 59,559.50	\$ 10.50	\$ 75,075.00
11	BORROW MATERIAL, TYPE C	2450	CY (LVM)	\$ 11.50	\$ 28,175.00	\$ 20.00	\$ 49,000.00	\$ 17.75	\$ 43,487.50	\$ 12.00	\$ 29,400.00	\$ 10.00	\$ 24,500.00	\$ 12.60	\$ 30,870.00	\$ 13.00	\$ 31,850.00	\$ 8.33	\$ 20,408.50	\$ 10.50	\$ 25,725.00
12	EXCESS EXCAVATION OF UNSUITABLE MATERIALS	3175	CY (FM)	\$ 5.50	\$ 17,462.50	\$ 10.00	\$ 31,750.00	\$ 9.50	\$ 30,162.50	\$ 11.00	\$ 34,925.00	\$ 7.50	\$ 23,812.50	\$ 6.00	\$ 19,050.00	\$ 7.00	\$ 22,225.00	\$ 4.50	\$ 14,287.50	\$ 4.00	\$ 12,700.00
13	SELECT BEDDING	2100	CY (PM)	\$ 16.00	\$ 33,600.00	\$ 17.39	\$ 36,519.00	\$ 19.50	\$ 40,950.00	\$ 15.00	\$ 31,500.00	\$ 13.40	\$ 28,140.00	\$ 16.80	\$ 35,280.00	\$ 87.00	\$ 182,700.00	\$ 11.00	\$ 23,100.00	\$ 18.00	\$ 37,800.00
14	1" HDPE WATER SERVICE	540	LF	\$ 9.00	\$ 4,860.00	\$ 10.00	\$ 5,400.00	\$ 8.90	\$ 4,806.00	\$ 6.00	\$ 3,240.00	\$ 10.76	\$ 5,810.40	\$ 6.46	\$ 3,488.40	\$ 18.00	\$ 9,720.00	\$ 2.75	\$ 1,485.00	\$ 7.50	\$ 4,050.00
15	2" HDPE WATER SERVICE	155	LF	\$ 10.00	\$ 1,550.00	\$ 11.22	\$ 1,739.10	\$ 13.13	\$ 2,035.15	\$ 8.00	\$ 1,240.00	\$ 12.38	\$ 1,918.90	\$ 11.12	\$ 1,723.60	\$ 20.00	\$ 3,100.00	\$ 6.20	\$ 961.00	\$ 14.00	\$ 2,170.00
16	6" C-900 PVC WATER MAIN	494	LF	\$ 16.00	\$ 7,904.00	\$ 16.35	\$ 8,076.90	\$ 19.12	\$ 9,445.28	\$ 13.00	\$ 6,422.00	\$ 16.80	\$ 8,299.20	\$ 16.56	\$ 8,180.64	\$ 22.00	\$ 10,868.00	\$ 13.50	\$ 6,669.00	\$ 17.40	\$ 8,595.60
17	8" C-900 PVC WATER MAIN	965	LF	\$ 17.00	\$ 16,405.00	\$ 21.69	\$ 20,930.85	\$ 25.37	\$ 24,482.05	\$ 19.00	\$ 18,335.00	\$ 21.46	\$ 20,708.90	\$ 21.40	\$ 20,651.00	\$ 27.00	\$ 26,055.00	\$ 15.00	\$ 14,475.00	\$ 24.60	\$ 23,739.00
18	1" WATER SERVICE STUP UP WITH CURB STOP	3	EA	\$ 200.00	\$ 600.00	\$ 167.63	\$ 502.89	\$ 196.00	\$ 588.00	\$ 200.00	\$ 600.00	\$ 450.00	\$ 1,350.00	\$ 466.80	\$ 1,400.40	\$ 437.00	\$ 1,311.00	\$ 624.00	\$ 1,872.00	\$ 176.20	\$ 528.60
19	6" C-900 PVC WATER MAIN STUB UP FOR FUTURE CONNECTION	1	EA	\$ 800.00	\$ 800.00	\$ 1,382.01	\$ 1,382.01	\$ 1,617.00	\$ 1,617.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,923.00	\$ 1,923.00	\$ 1,795.00	\$ 1,795.00	\$ 50.00	\$ 50.00
20	1"x8" TAPPING SADDLE	1	EA	\$ 500.00	\$ 500.00	\$ 335.11	\$ 335.11	\$ 392.00	\$ 392.00	\$ 700.00	\$ 700.00	\$ 250.00	\$ 250.00	\$ 552.00	\$ 552.00	\$ 327.00	\$ 327.00	\$ 286.00	\$ 286.00	\$ 174.90	\$ 174.90
21	2"x6" TAPPING SADDLE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,171.75	\$ 1,171.75	\$ 1,370.00	\$ 1,370.00	\$ 1,400.00	\$ 1,400.00	\$ 1,280.00	\$ 1,280.00	\$ 762.00	\$ 762.00	\$ 877.00	\$ 877.00	\$ 500.00	\$ 500.00	\$ 454.60	\$ 454.60
22	6"x8" DIP REDUCER	1	EA	\$ 500.00	\$ 500.00	\$ 423.85	\$ 423.85	\$ 497.00	\$ 497.00	\$ 800.00	\$ 800.00	\$ 490.00	\$ 490.00	\$ 720.00	\$ 720.00	\$ 566.00	\$ 566.00	\$ 382.00	\$ 382.00	\$ 50.00	\$ 50.00
23	8"x12" HOT TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	\$ 5,600.00	\$ 5,600.00	\$ 4,450.32	\$ 4,450.32	\$ 5,206.00	\$ 5,206.00	\$ 6,500.00	\$ 6,500.00	\$ 3,933.00	\$ 3,933.00	\$ 3,918.00	\$ 3,918.00	\$ 6,134.00	\$ 6,134.00	\$ 3,050.00	\$ 3,050.00	\$ 3,321.20	\$ 3,321.20
24	2" BLOWOFF & VAULT (WATER)	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,100.44	\$ 1,100.44	\$ 1,287.00	\$ 1,287.00	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,244.40	\$ 1,244.40	\$ 1,279.00	\$ 1,279.00	\$ 951.00	\$ 951.00	\$ 859.20	\$ 859.20
25	6" GATE VALVE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 933.96	\$ 933.96	\$ 1,093.00	\$ 1,093.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 1,368.00	\$ 1,368.00	\$ 1,062.00	\$ 1,062.00	\$ 917.00	\$ 917.00	\$ 1,022.60	\$ 1,022.60
26	6"x6" TEE	1	EA	\$ 850.00	\$ 850.00	\$ 388.88	\$ 388.88	\$ 455.00	\$ 455.00	\$ 600.00	\$ 600.00	\$ 536.00	\$ 536.00	\$ 780.00	\$ 780.00	\$ 653.00	\$ 653.00	\$ 475.00			

The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC		Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC		SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC	
Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
55	18" DIAMETER PVC DRAINAGE BASIN	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 1,741.62	\$ 12,191.34	\$ 2,036.00	\$ 14,252.00	\$ 1,750.00	\$ 12,250.00	\$ 1,830.00	\$ 12,810.00	\$ 2,466.00	\$ 17,262.00	\$ 1,975.00	\$ 13,825.00	\$ 1,915.00	\$ 13,405.00	\$ 1,683.60	\$ 11,785.20
56	24" DIAMETER PVC DRAINAGE BASIN	3	EA	\$ 2,100.00	\$ 6,300.00	\$ 2,186.62	\$ 6,559.86	\$ 2,557.00	\$ 7,671.00	\$ 2,100.00	\$ 6,300.00	\$ 2,150.00	\$ 6,450.00	\$ 2,766.00	\$ 8,298.00	\$ 2,262.00	\$ 6,786.00	\$ 2,220.00	\$ 6,660.00	\$ 2,083.60	\$ 6,250.80
57	30" DIAMETER PVC DRAINAGE BASIN	6	EA	\$ 2,200.00	\$ 13,200.00	\$ 3,577.64	\$ 21,465.84	\$ 4,185.00	\$ 25,110.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00	\$ 4,062.00	\$ 24,372.00	\$ 2,484.00	\$ 14,904.00	\$ 3,400.00	\$ 20,400.00	\$ 3,495.20	\$ 20,971.20
58	15" DIAMETER POLYPROPYLENE FES	9	EA	\$ 250.00	\$ 2,250.00	\$ 366.75	\$ 3,300.75	\$ 429.00	\$ 3,861.00	\$ 350.00	\$ 3,150.00	\$ 350.00	\$ 3,150.00	\$ 522.00	\$ 4,698.00	\$ 511.00	\$ 4,599.00	\$ 550.00	\$ 4,950.00	\$ 294.30	\$ 2,648.70
59	18" DIAMETER POLYPROPYLENE FES	2	EA	\$ 360.00	\$ 720.00	\$ 441.55	\$ 883.10	\$ 516.00	\$ 1,032.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 720.00	\$ 1,440.00	\$ 584.00	\$ 1,168.00	\$ 625.00	\$ 1,250.00	\$ 395.40	\$ 790.80
60	24" DIAMETER POLYPROPYLENE FES	3	EA	\$ 500.00	\$ 1,500.00	\$ 573.16	\$ 1,719.48	\$ 670.00	\$ 2,010.00	\$ 625.00	\$ 1,875.00	\$ 550.00	\$ 1,650.00	\$ 804.00	\$ 2,412.00	\$ 663.00	\$ 1,989.00	\$ 710.00	\$ 2,130.00	\$ 506.00	\$ 1,518.00
61	30" DIAMETER POLYPROPYLENE FES	3	EA	\$ 550.00	\$ 1,650.00	\$ 1,102.29	\$ 3,306.87	\$ 1,289.00	\$ 3,867.00	\$ 1,300.00	\$ 3,900.00	\$ 1,250.00	\$ 3,750.00	\$ 1,470.00	\$ 4,410.00	\$ 1,347.00	\$ 4,041.00	\$ 1,375.00	\$ 4,125.00	\$ 1,397.90	\$ 4,193.70
62	15" DIAMETER POLYPROPYLENE STUB UP FOR FUTURE CONNECTION	1	EA	\$ 350.00	\$ 350.00	\$ 291.75	\$ 291.75	\$ 341.00	\$ 341.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 1,200.00	\$ 1,200.00	\$ 511.00	\$ 511.00	\$ 875.00	\$ 875.00	\$ 225.00	\$ 225.00
63	NOT USED			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
64	NOT USED			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
65	SWALE	1485	LF	\$ 3.00	\$ 4,455.00	\$ 8.00	\$ 11,880.00	\$ 7.00	\$ 10,395.00	\$ 10.00	\$ 14,850.00	\$ 6.50	\$ 9,652.50	\$ 9.60	\$ 14,256.00	\$ 4.00	\$ 5,940.00	\$ 17.88	\$ 26,551.80	\$ 7.00	\$ 10,395.00
66	100# RIPRAP	27	TON	\$ 85.00	\$ 2,295.00	\$ 63.46	\$ 1,713.42	\$ 75.00	\$ 2,025.00	\$ 75.00	\$ 2,025.00	\$ 85.00	\$ 2,295.00	\$ 80.40	\$ 2,170.80	\$ 118.00	\$ 3,186.00	\$ 100.00	\$ 2,700.00	\$ 76.80	\$ 2,073.60
67	200# RIPRAP	600	TON	\$ 90.00	\$ 54,000.00	\$ 63.46	\$ 38,076.00	\$ 75.00	\$ 45,000.00	\$ 72.00	\$ 43,200.00	\$ 100.00	\$ 60,000.00	\$ 80.40	\$ 48,240.00	\$ 118.00	\$ 70,800.00	\$ 79.59	\$ 47,754.00	\$ 76.80	\$ 46,080.00
68	GEOTEXTILE FABRIC (ROADWAY) (MDOT SEC 704 TYPE IV)	5525	SY	\$ 2.25	\$ 12,431.25	\$ 1.77	\$ 9,779.25	\$ 3.50	\$ 19,337.50	\$ 3.50	\$ 19,337.50	\$ 2.25	\$ 12,431.25	\$ 3.60	\$ 19,890.00	\$ 2.50	\$ 13,812.50	\$ 2.50	\$ 13,812.50	\$ 2.40	\$ 13,260.00
69	LIMESTONE BASE COURSE (6" THICK UNDER PAVED PARKING AREAS & LIMESTONE PARKING AREAS)	18030	SY	\$ 17.75	\$ 320,032.50	\$ 11.33	\$ 204,279.90	\$ 15.50	\$ 279,465.00	\$ 17.75	\$ 320,032.50	\$ 15.50	\$ 279,465.00	\$ 14.18	\$ 255,665.40	\$ 18.00	\$ 324,540.00	\$ 15.59	\$ 281,087.70	\$ 16.00	\$ 288,480.00
70	LIMESTONE BASE COURSE (8" THICK UNDER ROAD)	5525	SY	\$ 23.50	\$ 129,837.50	\$ 14.14	\$ 78,123.50	\$ 19.95	\$ 110,223.75	\$ 24.75	\$ 136,743.75	\$ 20.50	\$ 113,262.50	\$ 19.44	\$ 107,406.00	\$ 23.00	\$ 127,075.00	\$ 20.67	\$ 114,201.75	\$ 21.50	\$ 118,787.50
71	HOT BITUMINOUS PAVEMENT (MT 9.5 mm) (1" THICK IN PARKING & ROADWAY AREAS)	10945	SY	\$ 6.75	\$ 73,878.75	\$ 6.82	\$ 74,644.90	\$ 5.95	\$ 65,122.75	\$ 6.00	\$ 65,670.00	\$ 5.80	\$ 63,481.00	\$ 5.69	\$ 62,277.05	\$ 6.00	\$ 65,670.00	\$ 6.42	\$ 70,266.90	\$ 6.10	\$ 66,764.50
72	HOT BITUMINOUS PAVEMENT (MT 19 mm) (2" THICK IN PARKING AREAS)	10945	SY	\$ 13.45	\$ 147,210.25	\$ 12.33	\$ 134,951.85	\$ 11.75	\$ 128,603.75	\$ 11.50	\$ 125,867.50	\$ 11.60	\$ 126,962.00	\$ 11.21	\$ 122,693.45	\$ 12.00	\$ 131,340.00	\$ 11.73	\$ 128,384.85	\$ 11.00	\$ 120,395.00
73	5" THICK SIDEWALK	2290	SY	\$ 52.50	\$ 120,225.00	\$ 64.90	\$ 148,621.00	\$ 75.00	\$ 171,750.00	\$ 65.00	\$ 148,850.00	\$ 48.00	\$ 109,920.00	\$ 44.40	\$ 101,676.00	\$ 69.00	\$ 158,010.00	\$ 68.39	\$ 156,613.10	\$ 63.00	\$ 144,270.00
74	ADA RAMP WITH TRUNCATED DOMES	5	EA	\$ 550.00	\$ 2,750.00	\$ 944.00	\$ 4,720.00	\$ 85.00	\$ 425.00	\$ 400.00	\$ 2,000.00	\$ 1,100.00	\$ 5,500.00	\$ 600.00	\$ 3,000.00	\$ 403.00	\$ 2,015.00	\$ 398.96	\$ 1,994.80	\$ 367.50	\$ 1,837.50
75	ADA PAINTED LEGEND AND PARKING STRIPE	15	EA	\$ 750.00	\$ 11,250.00	\$ 206.50	\$ 3,097.50	\$ 1.05	\$ 15.75	\$ 100.00	\$ 1,500.00	\$ 150.00	\$ 2,250.00	\$ 120.00	\$ 1,800.00	\$ 115.00	\$ 1,725.00	\$ 199.48	\$ 2,992.20	\$ 183.80	\$ 2,757.00
76	72" WHITE CROSSWALK	30	LF	\$ 24.00	\$ 720.00	\$ 23.60	\$ 708.00	\$ 1.50	\$ 45.00	\$ 8.00	\$ 240.00	\$ 9.50	\$ 285.00	\$ 12.00	\$ 360.00	\$ 23.00	\$ 690.00	\$ 22.80	\$ 684.00	\$ 21.00	\$ 630.00
77	24" WHITE STOP BAR	60	LF	\$ 13.00	\$ 780.00	\$ 4.72	\$ 283.20	\$ 1.50	\$ 90.00	\$ 7.00	\$ 420.00	\$ 3.50	\$ 210.00	\$ 12.00	\$ 720.00	\$ 23.00	\$ 1,380.00	\$ 4.56	\$ 273.60	\$ 4.20	\$ 252.00
78	4" CONTINUOUS WHITE PAINTED PARKING STRIPE	3570	LF	\$ 4.00	\$ 14,280.00	\$ 1.18	\$ 4,212.60	\$ 1.05	\$ 3,748.50	\$ 1.00	\$ 3,570.00	\$ 1.00	\$ 3,570.00	\$ 1.50	\$ 5,355.00	\$ 2.50	\$ 8,925.00	\$ 1.14	\$ 4,069.80	\$ 1.10	\$ 3,927.00
79	ADA SIGNAGE	13	EA	\$ 350.00	\$ 4,550.00	\$ 833.00	\$ 10,829.00	\$ 500.00	\$ 6,500.00	\$ 775.00	\$ 10,075.00	\$ 350.00	\$ 4,550.00	\$ 720.00	\$ 9,360.00	\$ 345.00	\$ 4,485.00	\$ 683.94	\$ 8,891.22	\$ 630.00	\$ 8,190.00
80	CROSSWALK WARNING SIGN	2	EA	\$ 350.00	\$ 700.00	\$ 361.00	\$ 722.00	\$ 500.00	\$ 1,000.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00	\$ 180.00	\$ 360.00	\$ 345.00	\$ 690.00	\$ 227.98	\$ 455.96	\$ 210.00	\$ 420.00
81	STOP SIGN	3	EA	\$ 350.00	\$ 1,050.00	\$ 361.00	\$ 1,083.00	\$ 500.00	\$ 1,500.00	\$ 275.00	\$ 825.00	\$ 400.00	\$ 1,200.00	\$ 180.00	\$						

CONTRACTOR'S BID TABULATION

Contractor Address City, State	Engineer's Estimate	Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC	Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC	J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC	J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC	J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC	Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC	Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC	SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC
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[illegible]

TOTAL BID ADD. ALT. #1 BID	\$ 107,091.65	\$ 174,620.57	\$ 134,825.90	\$ 124,571.25	\$ 117,271.00	\$ 114,725.90	\$ 132,983.00	\$ 106,527.24	\$ 96,243.70
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Additive Alternate Bid #2

	TOTAL BID ADD. ALT. #2 BID	\$ 94,027.50	\$ 75,102.60	\$ 92,535.00	\$ 105,967.50	\$ 92,535.00	\$ 84,177.00	\$ 107,460.00	\$ 92,893.20	\$ 102,087.00
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The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

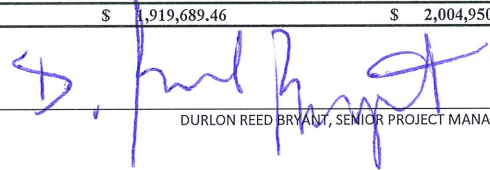
Contractor Address City, State	Engineer's Estimate	Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC	Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC	J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC	J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC	J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC	Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC	Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC	SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC
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Item No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
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MATERIALS ALTERNATES

ALT-1	48" REINFORCED CONCRETE PIPE - In lieu of Original Base Bid Item #52 - 48" Polypropylene Culvert	350	LF	\$ 160.00	\$ 56,000.00	\$ 164.64	\$ 57,624.00	\$ 152.00	\$ 53,200.00	\$ 145.00	\$ 50,750.00	\$ 142.00	\$ 49,700.00	\$ 156.24	\$ 54,684.00	\$ 266.00	\$ 93,100.00	\$ 94.80	\$ 33,180.00	\$ 137.40	\$ 48,090.00
ALT-2	SOIL CEMENT TREATED COURSE - In lieu of Original Base Bid Item #68 - Geotextile Fabric (Roadway)(MDOT Sec 704 Type IV) & Original Base Bid Item #70 - Limestone Base Course (8" Thick Under Road)	5525	SY	\$ 12.00	\$ 66,300.00	\$ 12.44	\$ 68,731.00	\$ 11.50	\$ 63,537.50	\$ 10.50	\$ 58,012.50	\$ 23.00	\$ 127,075.00	\$ 10.20	\$ 56,355.00	\$ 10.00	\$ 55,250.00	\$ 9.53	\$ 52,653.25	\$ 8.10	\$ 44,752.50
ALT-3	SOIL CEMENT TREATED COURSE - In lieu of Original Base Bid Item #69 - Limestone Base Course (6" Thick Under Paved Parking Areas)	12060	SY	\$ 11.50	\$ 138,690.00	\$ 12.44	\$ 150,026.40	\$ 11.50	\$ 138,690.00	\$ 10.50	\$ 126,630.00	\$ 18.00	\$ 217,080.00	\$ 10.20	\$ 123,012.00	\$ 10.00	\$ 120,600.00	\$ 9.53	\$ 114,931.80	\$ 8.10	\$ 97,686.00

TOTAL BASE BID	\$ 2,258,773.15	\$ 2,409,660.38	\$ 2,219,894.59	\$ 2,156,095.75	\$ 1,882,501.65	\$ 1,886,936.79	\$ 2,449,283.00	\$ 1,965,506.42	\$ 2,084,708.80
TOTAL BASE BID DEDUCT (-)	(\$558,551.25)	(\$343,552.15)	(\$469,226.25)	\$ (525,113.75)	(\$405,158.75)	(\$430,088.90)	(\$543,477.50)	(\$446,002.45)	(\$468,617.50)
MATERIALS ALTERNATES ADD (+)	\$ 260,990.00	\$ 276,381.40	\$ 255,427.50	\$ 235,392.50	\$ 393,855.00	\$ 234,051.00	\$ 268,950.00	\$ 200,765.05	\$ 190,528.50
TOTAL BASE BID - DEDUCT + MATERIALS ALTERNATES	\$ 1,961,211.90	\$ 2,342,489.63	\$ 2,006,095.84	\$ 1,866,374.50	\$ 1,871,197.90	\$ 1,690,898.89	\$ 2,174,755.50	\$ 1,720,269.02	\$ 1,806,619.80
TOTAL ADDITIVE ALTERNATE #1	\$ 107,091.65	\$ 174,620.57	\$ 134,825.90	\$ 124,571.25	\$ 117,271.00	\$ 114,725.90	\$ 132,983.00	\$ 106,527.24	\$ 96,243.70
TOTAL BB - DD + MA + AA1	\$ 2,068,303.55	\$ 2,517,110.20	\$ 2,140,921.74	\$ 1,990,945.75	\$ 1,988,468.90	\$ 1,805,624.79	\$ 2,307,738.50	\$ 1,826,796.26	\$ 1,902,863.50
TOTAL ADDITIVE ALTERNATE #2	\$ 94,027.50	\$ 75,102.60	\$ 92,535.00	\$ 105,967.50	\$ 92,535.00	\$ 84,177.00	\$ 107,460.00	\$ 92,893.20	\$ 102,087.00
TOTAL BB - DD + MA + AA2	\$ 2,055,239.40	\$ 2,417,592.23	\$ 2,098,630.84	\$ 1,972,342.00	\$ 1,963,732.90	\$ 1,775,075.89	\$ 2,282,215.50	\$ 1,813,162.22	\$ 1,908,706.80
TOTAL BB - DD + MA + AA1 + AA2	\$ 2,162,331.05	\$ 2,592,212.80	\$ 2,233,456.74	\$ 2,096,913.25	\$ 2,081,003.90	\$ 1,889,801.79	\$ 2,415,198.50	\$ 1,919,689.46	\$ 2,004,950.50

CERTIFIED BY: 
DURLON REED BRYANT, SENIOR PROJECT MANAGER



**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

**February 2, 2021
Approval of the Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	210986	02/02/2021	01/14/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2021 CABLE BOX: #118476316		01012021	01/08/2021			71.37
001	SPARKLIGHT	210987	02/02/2021	01/14/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2021: #107718371		01012021	01/08/2021			213.68
001	AIRGAS USA LLC	210988	02/02/2021	01/14/2021			221.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9976459523	12/31/2020			221.63
001	GOVERNMENT BRANDS SHARED SERVICES	210995	02/02/2021	01/15/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2021 COURT CHARGES		INV205786	01/01/2021			1,495.00
001	DEPT PUBLIC SAFETY	210997	02/02/2021	01/19/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90099681	01/08/2021			120.00
001	DELTA SANITATION OF MS LLC	211001	02/02/2021	01/19/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001127748	12/31/2020			35.00
001	BENJAMIN N MCQUAGGE	211011	02/02/2021	01/20/2021			184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: USPCA CERT		02122021	02/12/2021			184.00
001	CHARLES T WILLIAMS	211012	02/02/2021	01/20/2021			184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: USPCA CERT		02122021	02/12/2021			184.00
001	LOCAL GOVERNMENT SERVICES LLC	211013	02/02/2021	01/20/2021			481.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-601	FF SERVS: CENTERPOINT		1906	01/14/2021			481.25
001	SINGING RIVER ELECTRIC COOPERATIVE	211016	02/02/2021	01/20/2021			65.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	CHRISTMAS EVENT M# 85929032		104312006	12/28/2020			65.50
001	PAUL PHILLIPS & ASSOCIATES INC	211017	02/02/2021	01/20/2021			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	LEADERSHIP TRNG: BEVER		21107	01/14/2021			295.00
	001-100-681	LEADERSHIP TRNG: KILLINGSWORTH		21107	01/14/2021			295.00
001	C SPIRE WIRELESS	211026	02/02/2021	01/20/2021			618.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	01/12/2020			618.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	211027	02/02/2021	01/20/2021			90.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0010601483	01/16/2021			90.39
001	M & E FEED & SEED	211028	02/02/2021	01/21/2021			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5469	11/10/2020			42.99
	001-100-514	DOG FOOD		5479	12/15/2020			42.99
001	FUELMAN	211032	02/02/2021	01/22/2021			2,405.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59475158	01/18/2021			29.59
	001-100-525	UNL & DSL FUEL		NP59475158	01/18/2021			1,809.92
	001-161-525	DSL FUEL		NP59475158	01/18/2021			263.03
	001-170-525	UNL & DSL FUEL		NP59475158	01/18/2021			257.70
	001-205-525	DSL FUEL		NP59475158	01/18/2021			44.90
001	BLOSSMAN GAS INC	211057	02/02/2021	01/25/2021			12.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	TANK RENTAL: NORTH STN		15577197	01/04/2021			12.00
001	JACKSON COUNTY CHANCERY CLERK	211060	02/02/2021	01/25/2021			5.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	PLAT COPY		20871	09/18/2020			5.00
001	CG MPI GO BOND DEBT SERVICE FUND	211061	02/02/2021	01/25/2021			294,907.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	BUDGETED TRANSFER		02012021	02/01/2021			294,907.00
001	COASTAL FIRE SAFETY LLC	211063	02/02/2021	01/25/2021			1,930.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	FIRE ALARM FACP CERT: CHALL		4894	01/13/2021			300.00
	001-092-635	SPRINKLER CERT-REPR: CHALL		4894	01/13/2021			170.00
	001-092-639	INSP-SERV FIRE EXT (4)		4894	01/13/2021			75.00
	001-092-639	BATTERY SLA 12V (2)		4894	01/13/2021			49.50
	001-161-635	FIRE ALARM FACP CERT: WFD		4894	01/13/2021			300.00
	001-161-635	SPRINKLER SYS CERT-REPR: WFD		4894	01/13/2021			209.00
	001-161-639	INSP-SERV FIRE EXT: WFD		4894	01/13/2021			25.00
	001-161-639	BATTERY SLA 12V (2)		4894	01/13/2021			49.50
	001-161-639	INSP-SERV FIRE EXT (3): CFD		4894	01/13/2021			57.00
	001-161-639	INSP-SERV FIRE EXT: NFD		4894	01/13/2021			25.00
	001-100-635	FIRE ALARM FACP CERT: GPD		4894	01/13/2021			300.00
	001-100-635	SPRINKLER SERV-REPR: GPD		4894	01/13/2021			137.00
	001-100-639	SERV-REPR FIRE EXT (3)		4894	01/13/2021			75.00
	001-170-639	SERV FIRE EXT (3): SR BLDG		4894	01/13/2021			97.00
	001-205-639	SERV FIRE EXT (3): SHOP		4894	01/13/2021			61.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	211068	02/02/2021	01/25/2021			541.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2021 ACCT SOFTWARE MAINT		DHLMN00056	01/15/2021			370.00
	001-092-698	FEB 2021 PRIV LIC SW MAINT		DHLMN00057	01/15/2021			150.00
	001-092-698	FEB 2021 VOTER REG SW MAINT		HRMN003579	01/15/2021			21.00
001	MSC 7511	211070	02/02/2021	01/25/2021			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4037842	01/14/2021			470.88
001	AT&T	211072	02/02/2021	01/25/2021			36.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	01/14/2021			36.93
001	AT&T	211073	02/02/2021	01/25/2021			165.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	01/14/2021			165.41
001	AT&T	211074	02/02/2021	01/25/2021			333.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	01/14/2021			333.06
001	SOUTHERN PEST CONTROL INC	211075	02/02/2021	01/26/2021			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		00383547	01/26/2021			403.30
001	FUELMAN	211078	02/02/2021	01/25/2021			2,227.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59494050	01/25/2021			26.62
	001-100-525	UNL & DSL FUEL		NP59494050	01/25/2021			1,740.51
	001-161-525	UNL & DSL FUEL		NP59494050	01/25/2021			281.69
	001-170-525	UNL & DSL FUEL		NP59494050	01/25/2021			136.77
	001-205-525	UNL FUEL		NP59494050	01/25/2021			42.30
001	MSC 7511	211083	02/02/2021	01/26/2021			192.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4043489	01/19/2021			169.58
	001-100-699	MPC2504EX USAGE: COLOR		INV4043489	01/19/2021			22.58
001	SINGING RIVER ELECTRIC COOPERATIVE	211086	02/02/2021	01/26/2021			709.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		01152021	01/22/2021			338.28
	001-161-631	MARTIN BLUFF FD 58380001		01172021	01/25/2021			222.99
	001-201-629	SIGNAL LIGHTS 17546		01172021	01/25/2021			33.59
	001-092-631	CITY LIMIT SIGN 17546		01172021	01/25/2021			27.47
	001-100-631	MBLUFF SUB STN 58521002		01172021	01/25/2021			87.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	211095	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: CFD #122024086	01162021	01/23/2021			83.32	
001	SPARKLIGHT	211096	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: NFD #122024383	01162021	01/23/2021			83.32	
001	SPARKLIGHT	211097	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: SFD #122025091	01162021	01/23/2021			83.32	
001	REYNOLDS WHOLESALE CO	211098	02/02/2021	01/27/2021			509.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS BROWN MULTIFOLD TOWEL (3)	68295	01/21/2021	210349		59.85	
	001-170-559	CS/100 38X58 CAN LINERS (6)	68295	01/21/2021	210349		197.70	
	001-170-559	CS/12 JUMBO JR TISSUE (6)	68295	01/21/2021	210349		153.00	
	001-170-559	CS/12 SPARTAN SPRAY 15 OZ	68295	01/21/2021	210349		71.40	
	001-170-559	1GAL HAND SOAP ANTI-BACT	68295	01/21/2021	210349		12.95	
	001-170-559	CORN BROOMS (2)	68295	01/21/2021	210349		14.50	
001	ACTION PRINTING CENTER INC	211100	02/02/2021	01/27/2021			720.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	#9 SECURITY WINDOW ENV (5000)	100408	01/19/2021	210179		474.55	
	001-040-500	REG ENV CITY LOGO (2500)	100407	01/19/2021	210179		174.85	
	001-001-559	BUSINESS CARDS (500): VAUGHAN	100059	01/11/2021	200997		71.50	
001	MID SOUTH UNIFORM & SUPPLY INC	211101	02/02/2021	01/27/2021			408.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANTS NO STRIPE (3)	613053	01/20/2021	210228		137.52	
	001-100-535	LIGHTWEIGHT RAID JACKET	613053	01/20/2021	210228		20.50	
	001-100-535	GENESIS JACKET NAVY HIVIS IDS	613053	01/20/2021	210228		182.79	
	001-100-535	CLIP ON TIE (5)	613053	01/20/2021	210228		25.00	
	001-100-535	EMBROIDER FRONT	613053	01/20/2021	210228		5.00	
	001-100-535	EMBROIDER BACK (6)	613053	01/20/2021	210228		15.00	
	001-100-535	ID PANELS: SLOVER, ADAM	613053	01/20/2021	210228		20.33	
	001-100-535	SEW ON PATCHES (2)	613053	01/20/2021	210228		2.00	
001	GULF COAST BUSINESS SUPPLY CO	211102	02/02/2021	01/27/2021			71.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS/12 DISINFECT SPRAY 16.9 OZ	219876	01/27/2021	210361		71.89	
001	GULF SALES AND SUPPLY INC	211103	02/02/2021	01/27/2021			42.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	HOSE 1/4" HDY ID 2 WIRE PSI	507694	01/22/2021	210352		5.73	
	001-170-639	CRIMP CHARGE HDY HOSE	507694	01/22/2021	210352		9.00	
	001-170-639	1/4 X1/4 F/SWL 90 ELB	507694	01/22/2021	210352		14.82	
	001-170-639	1/4X 3/8 F/SWIVEL	507694	01/22/2021	210352		5.88	
	001-170-639	ADAPTER	507694	01/22/2021	210352		6.75	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY INC	211104	02/02/2021	01/27/2021			273.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	MINUTE BOOK #54 & #55 (2)		53274	01/19/2021	210233		252.00
	001-040-500	SHIPPING		53274	01/19/2021	210233		21.11
001	MS TROPHY LLC	211106	02/02/2021	01/27/2021			255.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME-SERVING BARS (8)		14462	01/22/2021	210287		249.60
	001-100-535	SHIPPING		14462	01/22/2021	210287		6.00
001	STAPLES BUSINESS ADVANTAGE DEPT	211110	02/02/2021	01/27/2021			539.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	HP 952XL BLK C/M/Y 4PK		3466827483	01/13/2021	210326		89.09
	001-090-500	THERMAL POUCHES LETTER PK		3466827482	01/13/2021	210326		14.89
	001-090-500	THERMAL LAMINATOR		3466827482	01/13/2021	210326		43.89
	001-090-500	HP 305A TONER COLOR 3PK		3466827482	01/13/2021	210326		264.43
	001-090-500	HP 305X HY BLACK TONER		3466827482	01/13/2021	210326		85.68
	001-090-500	LEGAL FILE BOXES 4PK		3466827482	01/13/2021	210326		41.70
001	HOME TOWN LUMBER & SUPPLY INC	211114	02/02/2021	01/27/2021			2,629.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-720	2X8X20 TREATED PINE (64)		124300	01/12/2021	210319		2,629.12
001	THE GULF COMPANIES INC	211115	02/02/2021	01/27/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD CAN LINER 100CS (10)		0931909-IN	01/11/2021	210316		250.00
001	ULINE INC	211116	02/02/2021	01/27/2021			999.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-720	TUSCAN SMOKERS POLE (6)		127458697	12/03/2020	210189		894.00
	001-100-720	SHIPPING		127458697	12/03/2020	210189		105.78
001	SAFEGUARD BUSINESS SYSTEMS	211117	02/02/2021	01/27/2021			2,090.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-620	UNIFORM ARREST TICKETS (15000)		034370062	12/31/2020	210138		1,491.75
	001-010-620	MISDEMEANOR TICKETS (1000)		034370062	12/31/2020	210138		521.10
	001-010-620	SHIPPING		034370062	12/31/2020	210138		74.82
	001-010-620	PAPER INVOICE		034370062	12/31/2020	210138		2.99
001	GLOCK PROFESSIONAL INC	211118	02/02/2021	01/27/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	GLOCK ARMORER: KILLINGSWORTH		P100144126	12/04/2020	210230		250.00
001	SUNSOUTH LLC	211120	02/02/2021	01/27/2021			461.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CLUTCH: JOHN DEERE		3836469	01/21/2021	210354		374.97
	001-170-639	HYDRAULIC FILTER		3834810	01/19/2021	210338		86.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	211121	02/02/2021	01/27/2021			736.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FIRE OFCR ESSENTIALS EXAM (8)	C49223A	01/13/2021	210211		720.00	
	001-022-660	SHIPPING & HANDLING	C49223A	01/13/2021	210211		16.00	
001	US POLICE CANINE ASSN REGION 26	211123	02/02/2021	01/27/2021			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	TRIAL PARTICIPANT FEE:MCQUAGGE	2/11-2/12	01/20/2021	210347		75.00	
	001-100-681	MEMBERSHIP FEE: MCQUAGGE, B	2/11-2/12	01/20/2021	210347		50.00	
	001-100-681	TRIAL PARTICIPANT FEE:WILLIAMS	2/11-2/12	01/20/2021	210347		75.00	
	001-100-681	MEMBERSHIP FEE: WILLIAMS, T	2/11-2/12	01/20/2021	210347		50.00	
001	AUDIOWAVE INC	211124	02/02/2021	01/27/2021			935.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	LABOR: CHECK SIREN U #44	A53063	01/19/2021	210336		85.00	
	001-100-638	SUPPLIES	A53063	01/19/2021	210336		15.00	
	001-100-638	WK05141TU20 WINDOW BAR (3)	A52796	12/29/2020	210171		750.00	
	001-100-638	SHIPPING	A52796	12/29/2020	210171		85.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	211127	02/02/2021	01/27/2021			2,022.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	01182021	01/26/2021			1,249.57	
	001-201-629	SIGNAL LIGHT 89113001	01182021	01/26/2021			52.86	
	001-170-631	CITY PARK RESTRMS 89912001	01182021	01/26/2021			451.94	
	001-201-633	STREET LIGHTS 90345002	01182021	01/26/2021			128.13	
	001-092-631	RECORDS BLDG 90790001	01182021	01/26/2021			98.09	
	001-170-631	FRAZIER RESTRMS 98546001	01182021	01/26/2021			42.39	
001	SINGING RIVER ELECTRIC COOPERATIVE	211128	02/02/2021	01/27/2021			109.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SPORTS PAVILION 66582005	01182021	01/26/2021			56.95	
	001-170-631	ROUNDAABOUT 102311002	01182021	01/26/2021			25.00	
	001-170-631	FITNESS TRAIL 108268001	01182021	01/26/2021			27.76	
001	SINGING RIVER ELECTRIC COOPERATIVE	211129	02/02/2021	01/27/2021			820.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	01182021	01/26/2021			58.78	
	001-201-633	DOLPHIN ST 94988002	01182021	01/26/2021			68.36	
	001-201-633	DOLPHIN ST 94989002	01182021	01/26/2021			50.98	
	001-201-633	DOLPHIN ST 94990002	01182021	01/26/2021			494.55	
	001-201-633	WM PAYNE 100245001	01182021	01/26/2021			93.56	
	001-201-633	WM PAYNE 100244001	01182021	01/26/2021			53.85	
001	SINGING RIVER ELECTRIC COOPERATIVE	211130	02/02/2021	01/27/2021			8,987.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	01182021	01/26/2021			6,006.67	
	001-201-629	SIGNAL LIGHTS 10054	01182021	01/26/2021			644.07	
	001-092-631	CITY HALL 10054	01182021	01/26/2021			1,431.86	
	001-170-631	FRAZIER PARK 10054	01182021	01/26/2021			53.84	
	001-170-631	SENIOR BLDG 10054	01182021	01/26/2021			75.58	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	211130	02/02/2021	01/27/2021			8,987.26	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	CENTRAL FD 10054		01182021	01/26/2021			360.57
	001-170-631	CITY PARK 10054		01182021	01/26/2021			148.79
	001-092-631	PUBLIC WORKS 10054		01182021	01/26/2021			238.90
	001-092-631	HWY 90 SIGN 10054		01182021	01/26/2021			26.98
001	ALABAMA MEDIA GROUP	211132	02/02/2021	01/27/2021			18.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #21-01-CU		0009848973	01/17/2021	210325		18.84
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	211133	02/02/2021	01/28/2021			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	NOV 2020 SUPPORT		11302020	01/28/2021			833.33
	001-170-642	DEC 2020 SUPPORT		12312020	01/28/2021			833.33
001	CENTER FOR GOVT & COMMUNITY DEV	211134	02/02/2021	01/28/2021			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	CMC PROGRAM-VIRTUAL: CUMBEST		03102021	01/28/2021			200.00
	001-040-681	CMC PROGRAM-VIRTUAL: FARABEE		03102021	01/28/2021			200.00
FUND TOTAL	1 Claims	to	Checks	55 Total	334,495.03	Manual	Held	Total 334,495.03

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PRECISION DELTA CORPORATION	211105	02/02/2021	01/27/2021			276.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	9 MM 124 GR FMJ 500 RD/CASE		18502	01/13/2021	200988		276.00
156	PTS SOLUTIONS INC	211113	02/02/2021	01/27/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	PLATINUM MOBILE OFFICE PKG		202034R-A1	01/20/2021	210331		25,000.00
FUND TOTAL 156 Claims	to	Checks	2 Total	25,276.00	Manual	Held	Total	25,276.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MUNICIPAL EMERGENCY SERVICES INC	211119	02/02/2021	01/27/2021			2,135.96	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	160-161-702		SEEK REVEAL FIRE PRO (4)	IN1538315	01/12/2021	210310		1,996.00
	160-161-702		SEEK TIC GEAR KEEPER (4)	IN1538315	01/12/2021	210310		139.96
FUND TOTAL 160 Claims	to	Checks	1 Total	2,135.96	Manual	Held	Total	2,135.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	211025	02/02/2021	01/20/2021			9,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-000-104	TR TIDELANDS REIM: FUND 308		01192021	01/19/2021			9,900.00
171	SOUTHERN PIPE & SUPPLY CO INC	211107	02/02/2021	01/27/2021			470.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	48" PIPE BENCH SEAT		4734911-01	01/06/2021	210118		470.00
171	CUPIT SIGNS INC	211112	02/02/2021	01/27/2021			735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	3X5 SIGN: NATURE FITNESS TRL		32882A	01/19/2021	210320		735.00
FUND TOTAL 171 Claims	to	Checks	3 Total	11,105.00	Manual	Held	Total	11,105.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	211003	02/02/2021	01/20/2021			2,036.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2020	12/22/2020			2,036.28
FUND TOTAL 172 Claims	to	Checks	1 Total	2,036.28	Manual	Held	Total	2,036.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	210996	02/02/2021	01/19/2021			513.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	RENEWAL 2/13/21-2/12/22	3720	01/15/2021			11.95	
	176-170-699	HOSTING FEE JAN 2021	3720	01/15/2021			36.50	
	176-170-699	SHOPPING CART FEE JAN 2021	3720	01/15/2021			115.00	
	176-170-699	WEB SITE MAINT:12/15-1/14/2021	3720	01/15/2021			350.00	
176	FOSTERS A/C & HEATING INC	211015	02/02/2021	01/20/2021			167.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	ESA PRECISION TUNE UP	P26574	01/04/2021			167.50	
176	FUELMAN	211033	02/02/2021	01/22/2021			28.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59475158	01/18/2021			28.98	
176	AT&T	211036	02/02/2021	01/22/2021			74.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	JAN 2021: SSP INTERNET	285615432	01/11/2021			74.19	
176	COASTAL FIRE SAFETY LLC	211066	02/02/2021	01/25/2021			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	INSP-SERV FIRE EXT (4)	4894	01/13/2021			100.00	
176	FUELMAN	211079	02/02/2021	01/25/2021			31.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59494050	01/25/2021			31.10	
176	SPARKLIGHT	211094	02/02/2021	01/27/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	JAN 2021 SSP: INET #132698937	01132021	01/20/2021			244.80	
176	REYNOLDS WHOLESALE CO	211099	02/02/2021	01/27/2021			163.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	CS/12 JUMBO JR TISSUE (2)	68294	01/21/2021	210350		51.00	
	176-170-559	CS 12/8" BROWN ROLL TOWELS	68294	01/21/2021	210350		23.95	
	176-170-559	VB BLEACH 1GAL/6CS	68294	01/21/2021	210350		14.95	
	176-170-559	HS TISSUE 96 ROLLS/CS	68294	01/21/2021	210350		40.50	
	176-170-559	38X58 CAN LINERS 100/CS	68294	01/21/2021	210350		32.95	
FUND TOTAL 176 Claims	to	Checks	8 Total	1,323.37 Manual		Held	Total	1,323.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	211090	02/02/2021	01/26/2021			7,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	ENG DESIGN		7922	01/25/2021			2,400.00
	300-600-603	BID PHASE		7922	01/25/2021			5,000.00
FUND TOTAL	300 Claims	to	Checks	1 Total	7,400.00	Manual	Held	Total 7,400.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	211091	02/02/2021	01/26/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-763	TO #4: BID PHASE		7921	01/25/2021			7,500.00
FUND TOTAL 304 Claims	to	Checks	1 Total	7,500.00	Manual	Held	Total	7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	THE PEOPLES BANK	211062	02/02/2021	01/25/2021			185,225.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-680-805	MAR 2021 PRN: MPI GO BOND	3310	MSDVBK2019	12/21/2020		145,000.00	
	305-680-809	MAR 2021 INT: MPI GO BOND	3310	MSDVBK2019	12/21/2020		40,225.32	
FUND TOTAL	305 Claims	to	Checks	1 Total	185,225.32	Manual	Held	Total 185,225.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC	211092	02/02/2021	01/26/2021			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	SERVS: MALL PROPRTY PII ESA		7918	01/25/2021			100.00
FUND TOTAL 309 Claims	to	Checks	1 Total	100.00 Manual		Held	Total	100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC	211093	02/02/2021	01/26/2021			2,401.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-762	BIDDING		7920	01/25/2021			2,401.25
FUND TOTAL 360 Claims	to	Checks	1 Total	2,401.25	Manual	Held	Total	2,401.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	210998	02/02/2021	01/19/2021			2,140.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		07 3265047685	01/04/2021			2,140.07
400	AT&T	211000	02/02/2021	01/19/2021			67.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	01/06/2021			67.35
400	COG DEPOSITORY ACCOUNT	211008	02/02/2021	01/20/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		01112021	01/11/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		01112021	01/11/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		01112021	01/11/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		01112021	01/11/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		01112021	01/11/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		01112021	01/11/2021			9,665.99
400	2018-2019 BOND DEBT SERVICE FUND	211009	02/02/2021	01/20/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2021: 2018 BOND DS		02012021	02/01/2021			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	211010	02/02/2021	01/20/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2021: 2019 BOND DS		02012021	02/01/2021			32,000.00
400	J H WRIGHT & ASSOCIATES INC	211029	02/02/2021	01/21/2021			495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	REPL PHASE MONITOR		429813	01/08/2021			495.00
400	HENZE ENTERPRISES INC	211030	02/02/2021	01/21/2021			1,440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	15 CY TOPSOIL (3)		29862	12/16/2020			630.00
	400-651-585	15 CY FILL DIRT (2)		29862	12/16/2020			270.00
	400-651-585	15 CY FILL DIRT (2)		29862	12/16/2020			270.00
	400-651-585	15 CY FILL DIRT (2)		29874	12/23/2020			270.00
400	CONSOLIDATED PIPE & SUPPLY	211031	02/02/2021	01/21/2021			3,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PVC C900 BLU 20 GSKT (200)		3703245000	12/04/2020			1,710.00
	400-651-581	8 CDI 06 MJ 90 L/ACC (6)		3703245000	12/04/2020			600.00
	400-651-581	8 EBAA 2008PV MEGALUG (12)		3703245000	12/04/2020			540.00
	400-651-581	8 CDI MJ B&G SET (12)		3703245000	12/04/2020			180.00
400	FUELMAN	211034	02/02/2021	01/22/2021			89.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59475158	01/18/2021			89.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	211058	02/02/2021	01/25/2021			694.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: 20MIS27199 MYDRO		1047876	01/07/2021			347.40
	400-651-698	RENEWAL: 20MIS27200 MYDRO		1047876	01/07/2021			347.40
400	COASTAL FIRE SAFETY LLC	211067	02/02/2021	01/25/2021			103.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	INSP-SERV FIRE EXTS (6)		4894	01/13/2021			103.00
400	SOUTHERN PEST CONTROL INC	211069	02/02/2021	01/25/2021			76.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	RODENT TRAP		00387308	12/29/2020			76.50
400	ARISTA INFORMATION SYSTEMS INC	211077	02/02/2021	01/25/2021			3,640.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2020 STATEMENTS		31133	01/13/2021			1,140.50
	400-650-698	DEC 2020 POSTAGE		1425202101	01/14/2021			2,500.00
400	FUELMAN	211080	02/02/2021	01/25/2021			103.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59494050	01/25/2021			103.44
400	SINGING RIVER ELECTRIC COOPERATIVE	211081	02/02/2021	01/25/2021			2,209.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		01152021	02/05/2021			949.92
	400-651-631	LIFT STATIONS 28779		01152021	02/05/2021			88.10
	400-651-631	SCHOONER WELL 20688		01122021	02/03/2021			826.63
	400-651-631	LIFT STATIONS 20688		01122021	02/03/2021			344.72
400	SINGING RIVER ELECTRIC COOPERATIVE	211082	02/02/2021	01/25/2021			26.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		01142021	02/05/2021			26.19
400	AT&T	211084	02/02/2021	01/26/2021			295.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	01/14/2021			295.93
400	MSC 7511	211085	02/02/2021	01/26/2021			209.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-10 RENTAL FEE		INV4041179	01/17/2021			166.49
	400-650-698	IMC4500 USAGE: B/W		INV4041179	01/17/2021			8.39
	400-650-698	IMC4500 USAGE: COLOR		INV4041179	01/17/2021			34.83
400	SINGING RIVER ELECTRIC COOPERATIVE	211087	02/02/2021	01/26/2021			6,167.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		01172021	01/25/2021			71.26
	400-651-631	LIFT STNS 89702001		01172021	01/25/2021			26.39
	400-651-631	LIFT STNS 17881		01142021	01/25/2021			2,900.61
	400-651-631	WATER WELLS 17881		01172021	01/25/2021			3,169.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	211088	02/02/2021	01/26/2021			660.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 01/20/21-02/16/21		277-012021	01/20/2021			420.00
	400-650-698	688 MTS 12/23/20-01/19/2021		277-012021	01/20/2021			230.86
	400-650-698	HOLIDAY CHARGES		277-012021	01/20/2021			10.00
400	SEYMOUR ENGINEERING PLLC	211089	02/02/2021	01/26/2021			1,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	RUE GENTILLY PROJECT		7919	01/25/2021			650.00
	400-650-603	FLOW MONITOR		7919	01/25/2021			950.00
400	SOUTHERN PIPE & SUPPLY CO INC	211108	02/02/2021	01/27/2021			1,712.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	12-5/16 QUICK RLSE CLAMP (12)		4868717-00	12/16/2020	210253		54.00
	400-651-581	3.5X4 GEO TEXTILE FABRIC (8)		4868717-00	12/16/2020	210253		802.08
	400-651-581	4" PVC GRIP LOCK COMP CPLG (4)		4868717-00	12/16/2020	210253		289.00
	400-651-583	4" 3034 PVC SEWER 1/16 (12)		4868717-00	12/16/2020	210253		31.92
	400-651-583	4" 3034 PVC STREET SEWER (12)		4868717-00	12/16/2020	210253		39.12
	400-651-583	4" 3034 PVC STREET SW 1/4 (12)		4868717-00	12/16/2020	210253		47.04
	400-651-583	4" SDR35 MPT THRD PLUG (10)		4868717-00	12/16/2020	210253		19.20
	400-651-583	4" 3034 PVC SEWER CPLG (12)		4868717-00	12/16/2020	210253		18.96
	400-651-581	4X3 SCH 40PVC BUSHING SXS (12)		4868717-00	12/16/2020	210253		63.84
	400-651-581	4 CI PLASTICX4 CI (12)		4868717-00	12/16/2020	210253		55.80
	400-651-581	4" FERNCO CPLG PVCXPVC SHD (6)		4868717-00	12/16/2020	210253		146.70
	400-651-581	4" PVC GRIP LOCK COMP CPLG (2)		4868717-01	01/04/2021	210253		144.50
400	CONSOLIDATED PIPE & SUPPLY	211109	02/02/2021	01/27/2021			475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1X3/4 MUL P15403-N CPLG (19)		3703100001	01/13/2021	210109		475.00
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 211111	02/02/2021	01/27/2021			256.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	PAPER CLIPS 1000CT		3466460016	01/08/2021	210308		1.67
	400-650-500	PAPER CLIPS JUMBO 1000CT		3466460016	01/08/2021	210308		.56
	400-650-500	TAPE 12PK		3466460016	01/08/2021	210308		6.44
	400-650-500	AA BATT 12PK		3466460016	01/08/2021	210308		9.57
	400-650-500	8.5X11 MULTIUSE PAPER REAM (4)		3466460016	01/08/2021	210308		188.60
	400-650-500	LEXMARK B221000 TONER		3466460016	01/08/2021	210308		49.99
400	LANE CONSTRUCTION CO OF MS INC	211122	02/02/2021	01/27/2021			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	STORM DRAIN BOX: POMPARNO		12142021	12/14/2021	210249		400.00
400	J H WRIGHT & ASSOCIATES INC	211125	02/02/2021	01/27/2021			325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RK BACK UP CONTOLLER: LS-33		429823	01/08/2021	210304		325.00

Docket of Claims
Release date from 02/02/2021 thru 02/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	211126	02/02/2021	01/27/2021			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	FEB 2021: #107663106		01162021	01/23/2021			71.41
400	SINGING RIVER ELECTRIC COOPERATIVE	211131	02/02/2021	01/27/2021			8,074.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		01182021	01/26/2021			208.38
	400-651-631	LIFT STATIONS 17882		01182021	01/26/2021			2,572.40
	400-651-631	WATER WELLS 17882		01182021	01/26/2021			3,568.14
	400-651-631	CITY HALL SOUTH 17882		01182021	01/26/2021			1,726.04
FUND TOTAL 400 Claims		to	Checks	28 Total	134,792.30	Manual	Held	Total 134,792.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	THOMPSON CONSULTING SERVICES LLC	211059	02/02/2021	01/25/2021			32,529.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-694	DEBRIS MONITORING: H ZETA		20480021	01/12/2021			32,529.63
404	WASTE PRO - GAUTIER	211071	02/02/2021	01/25/2021			70,851.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-693	ZETA DEBRIS P/UP: 4640 CY		0001124330	11/30/2020			44,080.00
	404-324-693	ZETA DEBRIS P/UP: 2818 CY		0001127670	12/31/2020			26,771.00
404	APPLEWHITE INDUSTRIES INC	211076	02/02/2021	01/25/2021			22,374.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-695	ZETA DISP FEES: 4640 CY		4107	12/31/2020			13,920.00
	404-324-695	ZETA DISP FEES: 2818 CY		4107	12/31/2020			8,454.00
FUND TOTAL 404 Claims	to	Checks	3 Total	125,754.63	Manual		Held	Total 125,754.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	334,495.03 Manual	Held	Total	334,495.03
FUND 156 Claims	to	Checks	2 Total	25,276.00 Manual	Held	Total	25,276.00
FUND 160 Claims	to	Checks	1 Total	2,135.96 Manual	Held	Total	2,135.96
FUND 171 Claims	to	Checks	3 Total	11,105.00 Manual	Held	Total	11,105.00
FUND 172 Claims	to	Checks	1 Total	2,036.28 Manual	Held	Total	2,036.28
FUND 176 Claims	to	Checks	8 Total	1,323.37 Manual	Held	Total	1,323.37
FUND 300 Claims	to	Checks	1 Total	7,400.00 Manual	Held	Total	7,400.00
FUND 303 Claims	to	Checks	1 Total	2,953.83 Manual	Held	Total	2,953.83
FUND 304 Claims	to	Checks	1 Total	7,500.00 Manual	Held	Total	7,500.00
FUND 305 Claims	to	Checks	1 Total	185,225.32 Manual	Held	Total	185,225.32
FUND 309 Claims	to	Checks	1 Total	100.00 Manual	Held	Total	100.00
FUND 360 Claims	to	Checks	1 Total	2,401.25 Manual	Held	Total	2,401.25
FUND 400 Claims	to	Checks	28 Total	134,792.30 Manual	Held	Total	134,792.30
FUND 404 Claims	to	Checks	3 Total	125,754.63 Manual	Held	Total	125,754.63
Total for all Funds		Checks	107 Total	842,498.97 Manual	Held	Total	842,498.97

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

February 2, 2021

Title:

Approval of Minutes from Recessed Council Meeting held January 19, 2021.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Recessed Council Meeting held January 19, 2021.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☒
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held January 19, 2021 are hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

Tuesday
January 19, 2021
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 January 19, 2021 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 Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 19, 2021 @ 6:30 PM

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 - 1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property
- IV. Presentation Agenda
 - 1. Gautier School Choice Week Proclamation
- V. Business Agenda

- 1. Consider a request for a ten-foot (10') variance to side yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 725 Susan Circle, (GPC #20-27-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Approval of Amendment to PTS Solutions contract for software, support, and maintenance

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Regular Council Meeting held January 5, 2021
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
3. Receive October and November 2020 Finance Report
4. Receive November and December 2020 Privilege License Report
5. Authorization for the Gautier Police Department to trade in/purchase forty-five (45) duty weapons Gen 5 Glock Model 17, 9MM.
6. Approval of the annual Stormwater Management Report and the renewal of the 5-year Stormwater Permit to MDEQ, as presented by Allen Engineering and Science

VII. 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 February 2, 2021 at 6:30 pm

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:30pm.

Councilman Vaughan made the motion to approve the agenda order, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property

Presentation

1. Gautier School Choice Week Proclamation
-



GAUTIER PRESENTS

TASTY THURSDAY!



**GOOD EATS FROM AWESOME
FOODS TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY – TRUE WINGS– TONY'S
SMOKEHOUSE– THE SCRATCH KITCHEN– TWISTED MAGNOLIA,
TOBY'S SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS**

**25
FEB
11 AM**

**SINGING RIVER
MALL PROPERTY**

2800 HWY 90 GAUTIER, MS

CITY OF GAUTIER PROCLAMATION

A Proclamation Commemorating Gautier School Choice Week

WHEREAS, all children in the City of Gautier should have access to the highest-quality education possible; and,

WHEREAS, The City of Gautier recognizes the important role that an effective education plays in preparing all students in Gautier to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of the City of Gautier; and,

WHEREAS, The City of Gautier is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, our area has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

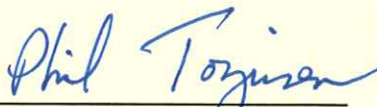
WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, do hereby recognize January 24th – January 30, 2021 as

GAUTIER SCHOOL CHOICE WEEK

in the City of Gautier, Mississippi and call this observance to the attention of all of our citizens.





Mayor Phil Torjusen
City of Gautier, Mississippi

During Citizen Comments, the applicant, James Hedrick, requested to table the consideration for a variance at 725 Susan Circle, Gautier Mississippi.

Councilman Anderson made the motion to table the consideration for a ten-foot variance at 725 Susan Circle, Gautier MS, until February 16, 2021. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 000-2021

WHEREAS, the homeowner of 725 Susan Circle, (PID# 81807165.000) has requested a variance to allow a ten-foot (10') side yard set-back that would allow an accessory structure to be located on the side of the principal use in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential, and the accessory structure is currently located at the side property line. The required setback is ten feet (10'). The applicant is seeking a Variance of ten feet (10') to minimum side yard setback requirements; and

WHEREAS, the property owner requests a variance to the minimum side yard setbacks for accessory structures from ten feet (10') to zero feet (0') to allow an RV cover/carport that was built with an active permit and does not meet side yard minimum requirements for an accessory building; and

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve this variance;

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 19, 2021.

Councilman Colledge made the motion to approve the amendment to PTS Solutions contract, as presented, for software, support, and maintenance in the amount not to exceed \$72,500.00. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 005-2021

WHEREAS, the City previously entered a contract for software, support, and maintenance with PTS Solutions, Inc.; and

WHEREAS, the Gautier Police Department requests City Council approval to amend the Contract in order to upgrade the current software for the police department server, and to provide software for all patrol units with in-car computers; and

WHEREAS, the additional expense will be paid for out of the local asset forfeiture account; and

WHEREAS, the Mayor and Councilmembers find that this amendment is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the PTS Solutions contract amendment is hereby approved; and

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

Motion was made by **Councilman Colledge**, 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 January 19, 2021.



PTS Solutions, Inc.

Professional and Technical Software Solutions

To: Chief Daniel Selover
 Gautier Police Department
 3330 US 90 | Gautier, MS 39553
dselover@gautier-ms.gov
 (228) 497-2486

Contract Amendment

Gautier Police Department

Date: 12/16/20

Amendment #: 202034R-A

Original Contract Date: November 1999

Unsigned Offer Expiration Date: 01/29/21

You are directed to amend the contract and exhibits listed above to include the following:

Qty	Item #	Description	Unit Price	Discount	Line Total
SOFTWARE					\$42,500.00
1	100Pt/300Pt/ 400 Pt	Platinum Migration Suite to Replace Existing PTS Core Components Software included at no cost: - Platinum Computer Aided Dispatch (2 Licenses) - Platinum Records Management (1 License) - Platinum Offender Management (7 Licenses)	\$180,000.00		No Charge
1	200/Pt, S4, S5CS S6CS GG	Platinum Mobile Office Package (NEW) -Platinum Mobile Data with NCIC State Switch (12 concurrent licenses) -Platinum Mobile Field Reporting (12 concurrent licenses) -Project Management, Installation and Training	\$84,500.00	\$47,000.00	\$37,500.00
1	330S	Investigations Case Management (6 seats) Includes: -REMOTE/Web Installation and User Training	\$7,500.00	\$2,500.00	\$5,000.00
PLATINUM MIGRATION SERVICES					\$30,000.00
1	100Pt/300Pt/ 400Pt/200/Pt 110/310L	Includes WinJustice to Platinum System Migration Development, Installation and Implementation, Project Management (remote), Platinum Suite, Training/Travel/Go-Live Support for the PTS software modules listed above	\$50,000.00	\$20,000.00	\$30,000.00

NOTES & EXPLANATIONS:

Payment Schedule:

-Milestone 1: Contract Signing	\$25,000
-Milestone 2: Software Delivery, CAD, OMS	\$17,500
-Milestone 3: Software Delivery, Field Reporting/NCIC	\$15,000
-Milestone 4: Software Delivery, RMS	\$15,000

PLEASE NOTE: Payments Terms are flexible and can be negotiated to meet agency funding availability.

THIS QUOTE IS GOOD THROUGH JANUARY 29, 2021. CONTRACT AMENDMENT MUST BE SIGNED PRIOR TO CLOSE OF BUSINESS 1/29/21.

-No hardware is included unless items are specified in the deliverables listed above.
 -Agency agrees to have network, server(s), MSSQL and workstations in place that meet or exceed PTS provided specifications. Specifications are being provided.

Total Discount	\$69,500.00
Total Project	\$72,500.00
Annual Maintenance: (on Additional Modules):	\$9,900.00

Increase Amended Annual Software Maintenance by \$9,900.00 to reflect the maintenance for the Platinum Mobile Office and Case Management software licenses listed above.

The change in the maintenance amounts should also be made to the total listed in the amended Exhibit C – Maintenance Agreement.
 PTS maintenance coverage and fees for the products above begin at amendment signing. The costs to cover maintenance between this amendment signing and the client's first scheduled annual maintenance billing will be prorated and appear on that scheduled billing along with the maintenance fee quoted above.

DocuSigned by:

Chief Daniel Selover

1/20/2021

Client Representative Signature

Date

Dave Eugua

1/20/2021

PTS Representative Signature

Date

Please have an authorized agent sign in the spaces above. If you would like PTS to mail your agency back an original, please execute two copies of the signature page. Fax a copy of the above page only to:

Lawana Thompson 318-744-5901 or email to lawana@ptssolutions.com; and

Mail the original version of the above page only to:

PTS Solutions, Inc., PO Box 469, Harrisonburg, LA 71340

Mayor Torjusen made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 006-2021

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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 **Mayor Torjusen**, 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 January 19, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JERRY KILLINGSWORTH	210752	01/19/2021	12/22/2020			102.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	TRAVEL ADVANCE: BACKGRND INV		02012020	02/01/2020			102.00
001	DIRECTV LLC	210753	01/19/2021	12/22/2020			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (FEB)		01132021	01/14/2021			160.00
001	SECURE NETWORKS LLC	210848	01/19/2021	12/30/2020			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2021 NETWORK SERVICES		4384	12/14/2020			2,280.00
001	TEC	210855	01/19/2021	01/05/2021			134.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1012055	01/01/2021			134.63
001	SPARKLIGHT	210857	01/19/2021	01/05/2021			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JAN 2021: SR BLDG #120793682		12232020	01/01/2021			84.62
001	SPARKLIGHT	210858	01/19/2021	01/05/2021			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2021: #107571481		12232020	01/01/2021			147.06
001	O'REILLY AUTO PARTS	210860	01/19/2021	01/06/2021			353.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	HEX BOLT		1978189531	11/30/2020			4.29
	001-205-570	ALTERNATOR, CORE CHG: #908		1978189674	12/02/2020			162.20
	001-205-570	CDT RTN CORE CHG: #908		1978189674	12/02/2020			-15.00
	001-170-639	GAL BAR OIL		1978190851	12/14/2020			11.99
	001-100-570	BULB (4): POLICE DEPT		1978190895	12/14/2020			27.84
	001-100-570	BULB: U #49		1978191606	12/21/2020			6.96
	001-100-570	COOLANT HOSE: U #60		1978191644	12/22/2020			52.05
	001-100-570	1QT TRANS FLD, FILTER: U #60		1978191786	12/23/2020			99.68
	001-100-570	HOSE CLAMP: U #60		1978192131	12/28/2020			3.54
001	AUTO TRUCK AND TRAILER PARTS INC	210869	01/19/2021	01/07/2021			2,720.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	OIL FILTER (2), FUEL FILTER (2)		286403	12/02/2020			164.65
	001-161-638	ROTELLA (2), DEXTRON(3), MERCON		286404	12/02/2020			174.10
	001-161-638	PURGE VALVE: E5		286402	12/02/2020			53.08
	001-161-638	FILTER: E5		286402	12/02/2020			35.07
	001-161-638	BATT: #50		286416	12/02/2020			136.00
	001-161-638	AIR DRIER: E5		286435	12/02/2020			160.00
	001-161-638	CDT RTN PURGE VALVE: E5		286435	12/02/2020			-53.08
	001-161-638	BATT: E5		286449	12/03/2020			105.00
	001-161-638	BATT: E5		286447	12/03/2020			105.00
	001-161-638	BATT: E5		286448	12/03/2020			105.00
	001-100-570	CTRL ARM (2): U #52		286454	12/03/2020			132.60
	001-161-638	SIGHT GLASS (2): E4		286462	12/03/2020			174.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	210869	01/19/2021	01/07/2021			2,720.36	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-638	BEARING LOCK: E5	286477	12/04/2020				25.00
	001-161-638	SWITCH: FIRE ENG	286478	12/04/2020				138.58
	001-100-570	ARM (2): POLICE DEPT	286485	12/04/2020				121.84
	001-100-570	AIR FILTER (2): POLICE DEPT	286522	12/07/2020				27.54
	001-161-638	NUT (5): E2	286544	12/07/2020				73.05
	001-100-570	GAL WASHER FLUID (12)	286576	12/10/2020				31.20
	001-100-570	BRACKET FASTENERS: U #51	286592	12/10/2020				155.90
	001-100-570	PANEL: U #51	286588	12/10/2020				195.10
	001-100-570	BATT: U #51	286597	12/11/2020				130.00
	001-100-570	HYPER LUBE (8)	286634	12/14/2020				103.36
	001-100-570	TIRE PLUGS, OIL (4), FILTER	286656	12/15/2020				44.25
	001-100-570	BATT: U #66	286696	12/17/2020				164.00
	001-161-638	ANTIFREEZE (4)	286743	12/21/2020				47.20
	001-161-638	LED LIGHT: E4	286762	12/22/2020				129.00
	001-100-570	REFLTR TAPE (8), BELT: U #60	286843	12/29/2020				42.92
001	CENTERPOINT ENERGY	210872	01/19/2021	01/07/2021			131.29	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-630	CENTRAL FIRE STN:11/24-12/28	11000885-1	01/04/2021				83.34
	001-161-630	SOUTH FIRE STN:11/24-12/28/20	11000999-0	01/04/2021				47.95
001	LOWES HOME CENTERS INC	210874	01/19/2021	01/07/2021			1,364.61	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-510	WET MOP (2), MOP HANDLE	911636	11/30/2020				26.63
	001-161-559	TIDE PODS, 8PK BATT	901254	11/30/2020				50.29
	001-170-577	GALV SCREW (20)	901122	11/30/2020				9.60
	001-161-635	REPR ROOF: FIRE STN	901476	12/01/2020				24.46
	001-100-635	REPR SINK: POLICE DEPT	901318	12/01/2020				70.29
	001-205-560	100CT HOLIDAY STRING LIGHTS	901532	12/01/2020				3.79
	001-170-513	GORILLA MOUNTING TAPE (2)	909960	12/01/2020				11.36
	001-170-513	REPR METER BOX	902562	12/02/2020				119.62
	001-170-513	REPR POWER POLE	902580	12/02/2020				51.12
	001-170-559	ELECT BX COVER, ADPTR, TERMINAL	901715	12/02/2020				20.43
	001-170-513	12FT GRN CARPET (12)	901022	12/04/2020				68.18
	001-170-513	EXT CORD: 100FT (2) & 50FT (2)	901020	12/04/2020				319.11
	001-205-560	2032 LIT BATT 2PK	910519	12/05/2020				5.68
	001-161-559	BASIC AIR FILTER (2)	902227	12/07/2020				11.34
	001-170-513	3 OUTLET PLUG DIGITAL	910946	12/07/2020				17.09
	001-201-559	SCREWDRIVER BIT SET	901948	12/08/2020				5.69
	001-205-560	2IN PVC (2), 2X5 SCH40 PIPE	901141	12/09/2020				9.38
	001-100-559	10 HD LIQUID NAIL (3)	902544	12/09/2020				7.35
	001-170-634	2X4 TROFFER LIGHT FIXTURE	901309	12/10/2020				47.49
	001-170-635	2-BULB ELEC BALLAST (2)	902709	12/10/2020				28.46
	001-170-577	ANCHORS, 2X4X8 PINE LUMBER (8)	902835	12/11/2020				81.72
	001-205-559	DW ROTARY HAMMER DRILL	901325	12/14/2020				208.05
	001-170-559	REPR FENCE: MULTI PURP BLDG	910023	12/14/2020				19.02
	001-170-577	2X4X8 LUMBER(16), EXT SCREWS	902192	12/15/2020				108.59
	001-092-635	LED 65W BULB	902344	12/16/2020				18.99
	001-161-559	60CT AA BATT	902916	12/16/2020				20.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	210876	01/19/2021	01/08/2021			789.86	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	12182020	12/28/2020				57.90
	001-201-633	DOLPHIN ST 94988002	12182020	12/28/2020				67.08
	001-201-633	DOLPHIN ST 94989002	12182020	12/28/2020				42.28
	001-201-633	DOLPHIN ST 94990002	12182020	12/28/2020				476.19
	001-201-633	WM PAYNE 100244001	12182020	12/28/2020				54.24
	001-201-633	WN PAYNE 100245001	12182020	12/28/2020				92.17
001	SINGING RIVER ELECTRIC COOPERATIVE	210877	01/19/2021	01/08/2021			115.03	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	SPORTS PAVILION 66582005	12182020	12/28/2020				62.27
	001-170-631	ROUNDABOUT 102311002	12182020	12/28/2020				25.00
	001-170-631	FITNESS TRAIL 109268001	12182020	12/28/2020				27.76
001	SINGING RIVER ELECTRIC COOPERATIVE	210878	01/19/2021	01/08/2021			1,886.06	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	12182020	12/28/2020				1,116.10
	001-201-629	SIGNAL LIGHT 89113001	12182020	12/28/2020				51.47
	001-170-631	CITY PARK RESTRMS 89912001	12182020	12/28/2020				436.64
	001-201-633	STREET LIGHTS 90345002	12182020	12/28/2020				132.68
	001-092-631	RECORDS BLDG 90790001	12182020	12/28/2020				104.81
	001-170-631	FRAZIER RESTRMS 98546001	12182020	12/28/2020				44.36
001	SINGING RIVER ELECTRIC COOPERATIVE	210879	01/19/2021	01/08/2021			716.36	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD 76008001	12192020	12/29/2020				260.60
	001-170-631	BACOT PARK 10137	12192020	12/29/2020				306.00
	001-201-629	SIGNAL LIGHTS 10138	12192020	12/29/2020				124.76
	001-170-631	BACOT SPLASHPAD 103751001	12182020	12/29/2020				25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	210880	01/19/2021	01/08/2021			8,505.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	12182020	12/28/2020				6,006.67
	001-201-629	SIGNAL LIGHTS 10054	12182020	12/28/2020				632.14
	001-092-631	CITY HALL 10054	12182020	12/28/2020				1,020.96
	001-170-631	FRAZIER PARK 10054	12182020	12/28/2020				55.14
	001-170-631	SENIOR BLDG 10054	12182020	12/28/2020				75.49
	001-161-631	CENTRAL FD 10054	12182020	12/28/2020				347.93
	001-170-631	CITY PARK 10054	12182020	12/28/2020				105.53
	001-092-631	PUBLIC WORKS 10054	12182020	12/28/2020				234.65
	001-092-631	HWY 90 SIGN 10054	12182020	12/28/2020				26.98
001	TRIPLE J LLC	210909	01/19/2021	01/08/2021			5.99	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-638	REPR TIRE	1003128	12/21/2020				5.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	210915	01/19/2021	01/11/2021			1,785.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59422763	01/04/2021			40.22	
	001-100-525	UNL FUEL	NP59422763	01/04/2021			1,423.49	
	001-161-525	UNL & DSL FUEL	NP59422763	01/04/2021			203.98	
	001-170-525	UNL & DSL FUEL	NP59422763	01/04/2021			117.69	
001	FUELMAN	210918	01/19/2021	01/11/2021			1,990.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59447068	01/11/2021			30.60	
	001-100-525	UNL FUEL	NP59447068	01/11/2021			1,475.40	
	001-161-525	UNL & DSL FUEL	NP59447068	01/11/2021			216.58	
	001-170-525	UNL & DSL FUEL	NP59447068	01/11/2021			199.72	
	001-205-525	UNL FUEL	NP59447068	01/11/2021			68.38	
001	BORDIS & DANOS PLLC	210920	01/19/2021	01/11/2021			10,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	JAN 2021 RETAINER	90-1	01/06/2021			10,000.00	
001	AT&T MOBILITY	210921	01/19/2021	01/11/2021			143.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-605	CELL SERVICE (3)	01052021	12/27/2020			143.32	
001	MS DEPT OF FINANCE & ADMIN	210922	01/19/2021	01/11/2021			12,903.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	DEC 2020 COURT ASSESSMENTS	12312020	01/04/2021			12,903.75	
001	MS DEPT OF PUBLIC SAFETY	210923	01/19/2021	01/11/2021			941.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	DEC 2020 SPECIAL ASSESSMENTS	12312020	01/04/2021			941.00	
001	MS DEPT OF PUBLIC SAFETY	210924	01/19/2021	01/11/2021			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	DEC 2020 INTERLOCK FEES	12312020	01/04/2021			50.00	
001	ACE DATA STORAGE INC	210925	01/19/2021	01/11/2021			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	DEC 2020 SHREDDING SERVICE	75612	01/01/2021			105.00	
001	C SPIRE WIRELESS	210926	01/19/2021	01/11/2021			976.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	12/31/2020			47.14	
	001-040-605	ADMIN CELL PHONES	0030759348	12/31/2020			128.47	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	12/31/2020			201.43	
	001-090-698	IPAD SERVICE (3)	0030759348	12/31/2020			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	12/31/2020			94.28	
	001-170-605	RECREATION CEL PHONES	0030759348	12/31/2020			150.00	
	001-205-605	MAINT CELL PHONE	0030759348	12/31/2020			51.43	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	12/31/2020			201.54	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	210928	01/19/2021	01/11/2021			227.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3124069735	01/01/2021			227.10
001	CINTAS CORPORATION NO 2	210929	01/19/2021	01/11/2021			390.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4068917181	12/02/2020			78.07
	001-205-535	MAINTENANCE		4069597538	12/09/2020			78.07
	001-205-535	MAINTENANCE		4070275324	12/16/2020			78.07
	001-205-535	MAINTENANCE		4071037077	12/23/2020			78.07
	001-205-535	MAINTENANCE		4071633039	12/30/2020			78.07
001	SBM REPORTING LLC	210940	01/19/2021	01/12/2021			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	01/07/21 PLANNING MTG		MB1181	01/11/2021			175.00
001	REDD PEST CONTROL OF GULFPORT INC	210941	01/19/2021	01/12/2021			115.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ANNUAL RENEWAL: SR CENTER		12245	01/05/2021			115.00
001	ENGEL ELECTRIC LLC	210942	01/19/2021	01/12/2021			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	REPL/REPR 5 LIGHTS: CITY PARK		01042021	01/04/2021			800.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	210943	01/19/2021	01/12/2021			399.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/VACCS/MEDS:CAESAR		226488	12/24/2020			399.50
001	MS MUNICIPAL LEAGUE	210944	01/19/2021	01/12/2021			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MW CONF "VIRTUAL": GEORGE		32215	01/05/2021			90.00
001	PITNEY BOWES PURCHASE POWER	210945	01/19/2021	01/12/2021			2,462.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER SN-0861004		0434-6213	12/20/2020			2,462.00
001	AT&T GLOBAL NETWORK SERVS LLC	210946	01/19/2021	01/12/2021			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		G124385	01/01/2021			229.64
001	TRIDENT INSURANCE SERVICES	210947	01/19/2021	01/12/2021			3,099.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	DEDUCTIBLE FY20: PUBL OFFICIAL		0866279	12/18/2020			3,099.50
001	CREDIT CARD CENTER	210950	01/19/2021	01/12/2021			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	SUPPLIES: CHRISTMAS EVENT		12012020	12/02/2020			122.00
	001-040-681	HOTEL: CLERK CONFERENCE		12112020	12/11/2020			228.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	210951	01/19/2021	01/12/2021			91.88	
	Account Number 001-100-699	Description	JAN 2021 SUB STN: #107718827	Invoice # 01012021	Date 01/08/2021	P.O.	Amount	91.88
001	CARDMEMBER SERVICES	210952	01/19/2021	01/12/2021			148.32	
	Account Number 001-001-509	Description	GREEN TSHIRT: GMYC (16)	Invoice # 11182020	Date 11/20/2020	P.O.	Amount	98.41
	001-100-559	RETIREMENT AWARD: HINES, M		11202020	11/23/2020			157.96
	001-170-559	RTN CR: CEMENT MIXER		11202020	11/23/2020			-209.99
	001-170-559	RESTOCK FEE: CEMENT MIXER		11202020	11/23/2020			42.00
	001-170-559	PICKUP TOOLS (6)		12282020	12/29/2020			59.94
001	ALABAMA MEDIA GROUP	210958	01/19/2021	01/12/2021			17.04	
	Account Number 001-090-615	Description	PUBLIC NOTICE: GPC #20-27-VAR	Invoice # 0009825470	Date 12/20/2021	P.O. 210251	Amount	17.04
001	GULF STATES DISTRIBUTORS	210959	01/19/2021	01/12/2021			257.00	
	Account Number 001-100-559	Description	12GA 9 PELLET 00 BUCK AMMO CS	Invoice # 1365096-IN	Date 01/07/2021	P.O. 210313	Amount	125.00
	001-100-559	12GA 1 OZ SLUG AMMO CS		1365096-IN	01/07/2021	210313		132.00
001	GULF COAST BUSINESS SUPPLY CO	210960	01/19/2021	01/12/2021			63.88	
	Account Number 001-161-510	Description	MF PAPER TOWELS 12PK/CT (4)	Invoice # 218098	Date 12/15/2020	P.O. 210241	Amount	63.88
001	LAWRENCE PRINTING COMPANY INC	210961	01/19/2021	01/12/2021			122.11	
	Account Number 001-040-500	Description	MINUTE BOOK PAPER 11X8.5	Invoice # 52682	Date 12/18/2020	P.O. 210233	Amount	110.00
	001-040-500	SHIPPING		52682	12/18/2020	210233		12.11
001	GULF COAST FENCE COMPANY INC	210962	01/19/2021	01/12/2021			9,125.00	
	Account Number 001-100-720	Description	6' PINE PRIVACY FENCE: PD	Invoice # 35548	Date 12/30/2020	P.O. 210034	Amount	9,125.00
001	DUNAWAY SIGNS INC	210964	01/19/2021	01/12/2021			665.00	
	Account Number 001-092-565	Description	CNC ROUTED SIGN:OAK HOLLOW SD	Invoice # 33140	Date 12/31/2020	P.O. 210170	Amount	665.00
001	GOODYEAR AUTO CENTER	210965	01/19/2021	01/12/2021			583.08	
	Account Number 001-100-638	Description	SET P225/60R18 99W EAG: U #57	Invoice # 223634	Date 01/08/2021	P.O. 210302	Amount	583.08
001	PRO-LOCK LOCKSMITH SERVICE	210967	01/19/2021	01/12/2021			175.00	
	Account Number 001-090-561	Description	TRANSPONDER KEY (2):F150	Invoice # 55397	Date 01/06/2021	P.O. 210299	Amount	175.00
001	SECURE NETWORKS LLC	210968	01/19/2021	01/12/2021			265.00	
	Account Number 001-040-559	Description	500GB HARD DRIVE: LAPTOP UPGR	Invoice # 4415	Date 01/06/2021	P.O. 210205	Amount	150.00
	001-040-559	8GB MEMORY MODULE:LAPTOP UPGR		4415	01/06/2021	210205		100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	210968	01/19/2021	01/12/2021			265.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	SHIPPING	4415	01/06/2021	210205		15.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210969	01/19/2021	01/12/2021			1,222.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	HP 952XL BLK/STD CLR 4PK	3464687065	12/17/2020	210250		89.09	
	001-170-500	1 SUBJECT NOTEBOOK (2)	3464687065	12/17/2020	210250		3.82	
	001-170-500	DESKTOP TAPE DISPENSER (2)	3464687065	12/17/2020	210250		2.44	
	001-170-500	2021 ERAS WALL CALENDAR 32X48	3464687065	12/17/2020	210250		33.50	
	001-170-500	2021 8X11 PLANNER (5)	3465059600	12/22/2020	210250		67.00	
	001-040-703	4-DRAWER LATERAL FILE CABINET	3464763842	12/18/2020	210255		458.99	
	001-040-500	ROLLERBALL PENS BLACK DZ	3464763842	12/18/2020	210255		18.84	
	001-040-500	HP 950XL BLK/STD CLR 4PK	3464763842	12/18/2020	210255		89.22	
	001-040-500	DAB N SEAL 4PK	3464763842	12/18/2020	210255		5.97	
	001-040-500	1-SUBJ NOTEBOOK 3PK	3464763842	12/18/2020	210255		3.79	
	001-040-500	AA BATTERIES 36PK	3464763842	12/18/2020	210255		19.79	
	001-022-500	AA BATTERIES 36PK	3464763842	12/18/2020	210255		19.79	
	001-040-500	LEX 501H HY TONER	3464763842	12/18/2020	210255		144.53	
	001-040-500	AAA BATTERY 36PK	3464763842	12/18/2020	210255		20.98	
	001-040-500	COPY PAPER 8.5X11 CS (5)	3464763842	12/18/2020	210255		199.95	
	001-040-500	2-POCKET FOLDERS 10PK	3464763842	12/18/2020	210255		3.83	
	001-040-500	PLASTIC WALL FILE (5)	3465010877	12/20/2020	210255		40.80	
001	SPORTABOUT	210971	01/19/2021	01/12/2021			32.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	CITY LOGO (16): GMYC TSHIRTS	8192	01/12/2021	210264		32.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	210973	01/19/2021	01/12/2021			280.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SAF MAG HOLDER-CUFF CASE (5)	65169	01/07/2021	210288		224.95	
	001-100-559	SAF7378 ALS COMBO HOLSTER	65169	01/07/2021	210288		56.00	
001	SAFARILAND LLC	210975	01/19/2021	01/12/2021			275.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	IM INSTR REG: KILLINGSWORTH	71779	11/12/2020	210177		275.00	
001	LEGAL AND LIABILITY RISK MANAGEMENT INST	210976	01/19/2021	01/12/2021			590.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	DEATH INVSTGTNS REG: HUNTER	212494	12/04/2020	210289		295.00	
	001-100-681	DEATH INVSTGTNS REG: WALKER	212494	12/04/2020	210289		295.00	
001	OCCUPATIONAL HEALTH CENTER INC	210977	01/19/2021	01/12/2021			520.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE-EMP DRUG SCREEN: CARTWRIGHT	226145	01/06/2021	210245		35.00	
	001-100-604	PRE-EMP PHYSICAL: CARTWRIGHT	226145	01/06/2021	210245		75.00	
	001-161-604	PRE-EMP DRUG SCREEN: HILL, R	226145	01/06/2021	210257		70.00	
	001-161-604	PRE-EMP DRUG SCREEN: SHAW	226145	01/06/2021	210237		70.00	
	001-022-604	PRE-EMP PHYSICAL: SMITH	226145	01/16/2021	210252		75.00	
	001-022-604	PRE-EMP DRUG SCREEN: SMITH	226145	01/16/2021	210252		35.00	
	001-100-604	PRE-EMP DRUG SCREEN: REID	226145	01/16/2021			50.00	
	001-100-604	PRE-EMP DRUG SCREEN: WILLIAMS	226145	01/16/2021			35.00	
	001-100-604	PRE-EMP PHYSICAL: WILLIAMS	226145	01/16/2021			75.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	210978	01/19/2021	01/12/2021			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SZ DUTY BOOTS: PAETOW, FRED	526289	12/17/2020	210085		100.00	
	001-161-535	TERRA DUTY BOOTS: SHAW, AUSTIN	526292	01/08/2021	210266		150.00	
001	AUDIOWAVE INC	210979	01/19/2021	01/12/2021			725.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	LABOR: REMV EQUIP U# 51	A52761	01/07/2021	210301		700.00	
	001-100-638	SHOP SUPPLIES	A52761	01/07/2021	210301		25.00	
001	SEYMOUR ENGINEERING PLLC	210982	01/19/2021	01/12/2021			258.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-603	R HIRAM BRIDGE ISSUES	7878	12/29/2020			127.50	
	001-201-603	HWY 57 ACCESS	7878	12/29/2020			131.25	
FUND TOTAL	1 Claims	to	Checks	56 Total	72,398.33 Manual	Held	Total	72,398.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	THE PEOPLES BANK	210735	01/19/2021	12/22/2020			36,898.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-813	INT: G/O REF BOND S2020		GAUTGORF20	11/20/2020			
FUND TOTAL 130 Claims	to	Checks	1 Total	36,898.75	Manual	Held	Total	36,898.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	THE SOUTHERN CONNECTION POLICE SUPPLIES	210974	01/19/2021	01/12/2021			12,060.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	LVL III DUTY HOLSTER (45)		65078	01/05/2021	210059		5,805.00
	156-100-799	SL TLR 1-HL GLOCK LIGHT(45)		65078	01/05/2021	210059		6,255.00
FUND TOTAL 156 Claims	to	Checks	1 Total	12,060.00	Manual	Held	Total	12,060.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	210913	01/19/2021	01/08/2021			18,950.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-000-104	TR TIDELANDS REIM: FUND 308	REQ 7	12/10/2020			18,950.00	
171	SOUTHERN PIPE & SUPPLY CO INC	210963	01/19/2021	01/12/2021			2,756.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	4CC METERING LAV FCT (2)	4735939-01	12/23/2020	210117		598.00	
	171-176-779	CP ROBE HOOK (2)	4735939-01	12/23/2020	210117		203.00	
	171-176-779	4CC METERING LAV FCT (2)	4734911-00	12/23/2020	210118		598.00	
	171-176-779	60" PIPE BENCH SEAT	4734911-00	12/23/2020	210118		499.00	
	171-176-779	48" PIPE BENCH SEAT	4734911-00	12/23/2020	210118		470.00	
	171-176-779	SHOWER CURTAIN ANTI-MICRO (2)	4734911-00	12/23/2020	210118		58.00	
	171-176-779	SHOWER ROD NON RUST (2)	4734911-00	12/23/2020	210118		330.00	
171	CODY D DICKERSON	210972	01/19/2021	01/12/2021			13,900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	CHG ORDER BHOUSE: ADDTL REPRS	62925	01/05/2021	210186		2,500.00	
	171-176-779	MENS BHOUSE INT REMODEL-LABOR	62924	01/05/2021	210043		11,400.00	
171	FAST PARTITIONS	210984	01/19/2021	01/13/2021			2,545.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	METAL PARTITIONS: MENS BHOUSE	FP50410	12/07/2020	210227		2,545.00	
FUND TOTAL 171 Claims	to	Checks	4 Total	38,151.00	Manual	Held	Total	38,151.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AUTO TRUCK AND TRAILER PARTS INC	210871	01/19/2021	01/07/2021			20.60	
	Account Number 176-170-639	Description REPR PARTS (8): TRACTOR		Invoice # 286645	Date 12/15/2020	P.O.	Amount	20.60
176	LOWES HOME CENTERS INC	210875	01/19/2021	01/07/2021			10.44	
	Account Number 176-170-559	Description TOMCAT MOUSE KILLER		Invoice # 918741	Date 12/10/2020	P.O.	Amount	10.44
176	SINGING RIVER ELECTRIC COOPERATIVE	210881	01/19/2021	01/08/2021			2,108.29	
	Account Number 176-170-631	Description PARK FACILITIES 76854002		Invoice # 12182020	Date 12/29/2020	P.O.	Amount	1,946.80
	176-170-631	HOUSE 76855002		12192020	12/29/2020			49.66
	176-170-631	SSP WELCOME CENTER 108928002		12182020	12/29/2020			111.83
176	FUELMAN	210916	01/19/2021	01/11/2021			8.22	
	Account Number 176-170-525	Description UNL FUEL		Invoice # NP59422763	Date 01/04/2021	P.O.	Amount	8.22
176	C SPIRE WIRELESS	210927	01/19/2021	01/11/2021			51.43	
	Account Number 176-170-605	Description CELL PHONE		Invoice # 0030759348	Date 12/31/2020	P.O.	Amount	51.43
176	ENGEL ELECTRIC LLC	210948	01/19/2021	01/12/2021			240.00	
	Account Number 176-170-586	Description REPR PEDESTAL: SITE 28		Invoice # 01032021	Date 01/03/2021	P.O.	Amount	240.00
FUND TOTAL 176 Claims to		Checks 6 Total		2,438.98 Manual		Held	Total	2,438.98

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC Account Number 300-600-603	210956	01/19/2021	01/12/2021			7,200.00	
		Description TOPOGRAPHIC SURVEY		Invoice # 7882	Date 12/29/2020	P.O.	Amount	7,200.00
FUND TOTAL 300 Claims	to	Checks	1 Total	7,200.00	Manual	Held	Total	7,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	HEFLIN ENGINEERING INC	210955	01/19/2021	01/12/2021			4,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-763	CONST PH SERVS 15%		0052	01/12/2021			4,000.00
FUND TOTAL 307 Claims	to	Checks	1 Total	4,000.00	Manual	Held	Total	4,000.00

Release date from 01/19/2021 thru 01/19/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
308	COG DEPOSITORY ACCOUNT	210910	01/19/2021	01/08/2021			5,039.05	
	Account Number 308-000-104	Description		Invoice #	Date	P.O.	Amount	
		TRX ERR: TIDELANDS FUND 171		12022020	12/02/2020		5,039.05	
FUND TOTAL 308 Claims	to	Checks	1 Total	5,039.05 Manual		Held	Total	5,039.05

Release date from 01/19/2021 thru 01/19/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC	210980	01/19/2021	01/12/2021			575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	SERVS: MALL PROPRTY PII ESA		7879	12/29/2020			575.00
FUND TOTAL 309 Claims	to	Checks	1 Total	575.00 Manual		Held	Total	575.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	210954	01/19/2021	01/12/2021			9,360.00	
	Account Number 355-723-763	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCION ENGINEERING		37649	01/11/2021			9,360.00
FUND TOTAL 355 Claims	to	Checks	1 Total	9,360.00	Manual	Held	Total	9,360.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	210856	01/19/2021	01/05/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	DEC 2020 OPERATION FEE		GAUTIER097	01/01/2021			170,690.75
400	ANSER	210859	01/19/2021	01/05/2021			430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:12/23/20-1/19/2021		277-122320	12/23/2020			420.00
	400-650-698	HOLIDAY CHARGES		277-122320	12/23/2020			10.00
400	SINGING RIVER ELECTRIC COOPERATIVE	210882	01/19/2021	01/08/2021			3,714.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		12192020	12/29/2020			240.94
	400-651-631	LIFT STNS 17883		12192020	12/29/2020			2,123.51
	400-651-631	LIFT STNS 17884		12192020	12/29/2020			1,350.51
400	SINGING RIVER ELECTRIC COOPERATIVE	210883	01/19/2021	01/08/2021			7,425.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		12182020	12/28/2020			194.83
	400-651-631	LIFT STATIONS 17882		12182020	12/28/2020			2,212.05
	400-651-631	WATER WELLS 17882		12182020	12/28/2020			3,413.53
	400-651-631	CITY HALL SOUTH 17882		12182020	12/28/2020			1,605.58
400	JACKSON COUNTY UTILITY AUTHORITY	210907	01/19/2021	01/08/2021			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2021 TREATMENT CHGS		953	01/01/2021			235,473.00
400	MALLETTE BROTHERS CONSTRUCTION INC	210908	01/19/2021	01/08/2021			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	13.80 ASPHALT TN		22059	12/31/2020			1,035.00
	400-651-585	5.50 RAP TN		22059	12/31/2020			165.00
400	2018-2019 BOND DEBT SERVICE FUND	210911	01/19/2021	01/08/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2021: 2018 BOND DS		01012021	01/01/2021			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	210912	01/19/2021	01/08/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2021: 2019 BOND DS		01012021	01/01/2021			32,000.00
400	COGENT STRATEGIES LLC	210914	01/19/2021	01/11/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		2120	01/08/2021			7,500.00
400	FUELMAN	210917	01/19/2021	01/11/2021			59.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59422763	01/04/2021			59.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	210919	01/19/2021	01/11/2021			163.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59447068	01/11/2021			163.03
400	ENGEL ELECTRIC LLC	210949	01/19/2021	01/12/2021			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR GROUND WIRE: MALL LS		12212020	12/21/2020			270.00
400	HUB INTERNATIONAL GULF SOUTH	210953	01/19/2021	01/12/2021			43,251.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	PROP RENEWAL: WELLS/ION PLANT		2121048	12/31/2020			43,251.78
400	BAY MOTOR WINDING INC	210966	01/19/2021	01/12/2021			830.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	STATOR/LINER ASSY (10)		1449	12/29/2020	210258		830.80
400	STAPLES BUSINESS ADVANTAGE DEPT	210970	01/19/2021	01/12/2021			176.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	8" SCISSORS		3464091057	12/09/2020	210235		2.29
	400-650-500	HP952 COLOR CMY INK CART 3PK		3464091057	12/09/2020	210235		53.24
	400-650-500	RED/BLK CALC RIBBON 6PK		3464091057	12/09/2020	210235		6.42
	400-650-500	LETTER FILE FOLDER 100BX		3464091057	12/09/2020	210235		25.99
	400-650-500	LEXMARK MX317 TONER		3464091057	12/09/2020	210235		82.68
	400-650-500	INK PAD REPLACEMENT		3464526726	12/15/2020	210235		5.99
400	SEYMOUR ENGINEERING PLLC	210981	01/19/2021	01/12/2021			5,145.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	GENERAL DRAINAGE ISSUES		7878	12/29/2020			340.00
	400-650-603	RUE GENTILLY PROJECT		7878	12/29/2020			3,202.50
	400-650-603	FLOW MONITOR/SEWER IMPS		7878	12/29/2020			1,262.50
	400-650-603	WATER MAIN INSP: M BLUFF		7878	12/29/2020			340.00
400	FIRST NATIONAL BANK TRUST DEPT	210983	01/19/2021	01/12/2021			1,740.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2019 BOND FEES CY 2020		12312020	12/31/2020			1,740.00
400	SOUTHERN LINC	210985	01/19/2021	01/13/2021			89.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2021 SERV CHGS		10690331	01/01/2021			80.00
	400-650-698	TAXES/FEES		10690331	01/01/2021			9.52
FUND TOTAL 400 Claims	to	Checks	18 Total	535,161.00	Manual	Held	Total	535,161.00

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SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	56 Total	72,398.33 Manual	Held	Total	72,398.33
FUND 130 Claims	to	Checks	1 Total	36,898.75 Manual	Held	Total	36,898.75
FUND 156 Claims	to	Checks	1 Total	12,060.00 Manual	Held	Total	12,060.00
FUND 171 Claims	to	Checks	4 Total	38,151.00 Manual	Held	Total	38,151.00
FUND 176 Claims	to	Checks	6 Total	2,438.98 Manual	Held	Total	2,438.98
FUND 300 Claims	to	Checks	1 Total	7,200.00 Manual	Held	Total	7,200.00
FUND 304 Claims	to	Checks	1 Total	2,500.00 Manual	Held	Total	2,500.00
FUND 307 Claims	to	Checks	1 Total	4,000.00 Manual	Held	Total	4,000.00
FUND 308 Claims	to	Checks	1 Total	5,039.05 Manual	Held	Total	5,039.05
FUND 309 Claims	to	Checks	1 Total	575.00 Manual	Held	Total	575.00
FUND 355 Claims	to	Checks	1 Total	9,360.00 Manual	Held	Total	9,360.00
FUND 400 Claims	to	Checks	18 Total	535,161.00 Manual	Held	Total	535,161.00
FUND 404 Claims	to	Checks	1 Total	106,837.44 Manual	Held	Total	106,837.44
Total for all Funds		Checks	93 Total	832,619.55 Manual	Held	Total	832,619.55

Councilman Colledge made the motion to approve Consent Agenda Items 1-6, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 007-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 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 **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 January 19, 2021.

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

ORDER NUMBER 008-2021

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held January 5, 2021 are hereby approved.

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

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 January 19, 2021.

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

RESOLUTION NUMBER 095-2021

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

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 January 19, 2021.

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

ORDER NUMBER 009-2021

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Reports for October and November 2020 are 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 **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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 19, 2021.

OCT 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,449,999.01
MS Development Loan Katrina	Depository Account	007-000-001	
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$299,740.86
U S Justice Equitable Sharing	Depository Account	157-000-001	\$86,273.95
Fire Protection Fund	Depository Account	160-000-001	\$251,814.17
Tidelands Grant	Depository Account	171-000-001	\$24,960.95
Library Support Fund	Depository Account	172-000-001	\$1,700.67
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$60,816.47
USDA NRCS EWP Program	Depository Account	300-000-001	\$43,916.51
Pine Cone Drive Spillway	Depository Account	301-000-001	
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$449,440.86
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	(\$1,286.78)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,670,360.10
General Depository Reconciled Cash Balance			\$4,669,585.12

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$92,962.00
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$8,013.50
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,223,946.79
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$4,372,484.81
Enterprise Reconciled Cash Balance			\$4,368,618.26

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,289,440.47
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$410,543.21
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,228.29
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$30,395.48
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$30,395.48
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$491,968.72
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,559,974.60
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$38,564.34
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,043,409.29
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$272,358.84
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$814,024.23

Total Bond & Restricted Reconciled Cash Balances \$14,704,302.95

**OCT 2020
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2021	OCT 2020	Balance	8.33% % to date
General Fund Revenues	10,563,895.00	491,037.40	10,072,857.60	4.6%
Expenditures:				
001 Legislative	175,063.00	18,891.93	156,171.07	10.7%
010 City Court	315,216.00	19,933.51	295,282.49	6.3%
021 City Manager	250,300.00	18,477.00	231,823.00	7.3%
022 Human Resources	65,264.00	6,085.29	59,178.71	9.3%
030 Elections	32,000.00	0.00	32,000.00	
040 City Clerk	524,496.00	42,729.73	481,766.27	8.1%
060 City Attorney	130,000.00	10,000.00	120,000.00	7.6%
090 Economic Dev - Planning	424,516.00	36,622.93	387,893.07	8.6%
092 Building & General Expenses	681,600.00	304,450.23	377,149.77	44.6%
094 Grants & Project Admin	195,215.00	19,869.17	175,345.83	10.1%
100 Police	3,505,968.00	294,869.32	3,211,098.68	8.4%
161 Fire	2,701,172.00	271,135.67	2,430,036.33	10.0%
170 Recreation	606,740.00	49,948.67	556,791.33	8.2%
201 PW: Streets	341,000.00	2,922.72	338,077.28	0.8%
205 PW: Maintenance	248,272.00	22,316.27	225,955.73	8.9%
900 Interfund Transfers	850,529.00	0.00	850,529.00	
General Fund Expenditures	11,047,351.00	1,118,252.44	9,929,098.56	10.1%
<i>Total Operating Expenditures</i>	10,029,435.00	1,118,252.44	8,911,182.56	
<i>Total Capital Outlay Expenditures</i>	77,300.00	0.00	77,300.00	
<i>Total Debt Service</i>	90,087.00	0.00	90,087.00	
<i>Total Transfers Out</i>	850,529.00	0.00	850,529.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	1,118,252.44	9,929,098.56	
<i>Personnel</i>	7,753,948.00	764,529.75	6,989,418.25	
<i>Supplies</i>	493,467.00	15,531.94	477,935.06	
<i>Other Services</i>	1,782,020.00	338,190.75	1,443,829.25	
<i>Capital Outlay</i>	77,300.00	0.00	77,300.00	
<i>Debt Service</i>	90,087.00	0.00	90,087.00	
<i>Interfund Transfers for DS</i>	850,529.00	0.00	850,529.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	1,118,252.44	9,929,098.56	

**OCT 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of OCT 2020	Balance	8.33% % to date
020 Allen Road Widening				
Revenues	46,324.00		46,324.00	
Expenditures	46,324.00		46,324.00	
030 MDAH 2014 Community Heritage				
Revenues	0.00		0.00	
Expenditures	2,983.54		2,983.54	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,504,376.00	201.61	6,504,174.39	
Expenditures	7,795,740.10		7,795,740.10	
156 SE MS METRO TASK FORCE				
Revenues	0.00		0.00	
Expenditures	298,356.01		298,356.01	
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	86,273.95		86,273.95	
160 Fire Protection Fund				
Revenues	111,000.00		111,000.00	
Expenditures	189,097.30		189,097.30	
171 Combined Tidelands Grant				
Revenues	194,527.32		194,527.32	
Expenditures	219,488.27		219,488.27	
172 Library Support Fund				
Revenues	114,998.00	1,700.67	113,297.33	1.4%
Expenditures	114,998.00		114,998.00	
176 Shepard State Park				
Revenues	106,150.00	10,774.50	95,375.50	10.1%
Expenditures	141,548.00	6,397.36	135,150.64	4.5%
250 2018 W&S Bond Debt Service				
Revenues	301,563.00	25,011.71	276,551.29	8.2%
Expenditures	285,657.00	70,328.13	215,328.87	24.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,051.28	548.72	94.8%
Expenditures	1,263.00		1,263.00	
252 2019 W&S Bond Debt Service				
Revenues	387,144.00	33,057.17	354,086.83	8.5%
Expenditures	454,009.00		454,009.00	

**OCT 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of OCT 2020	Balance	8.33% % to date
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,069.06	530.94	94.9%
Expenditures	844.00		844.00	
300 USDA-NRCS EWP				
Revenues	191,433.49		191,433.49	
Expenditures	235,350.00		235,350.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	808,000.00		808,000.00	
Expenditures	1,152,085.49		1,152,085.49	
304 Town Commons Park Project				
Revenues	937,360.98	76.81	937,284.17	
Expenditures	3,004,260.98		3,004,260.98	
305 S2019 MPI GO Bond Construction Fund				
Revenues	297,307.00	525.99	296,781.01	0.1%
Expenditures	350,390.37		350,390.37	
307 Bacot Park Improvements				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	1,605,750.00		1,605,750.00	
308 Boardwalk - Shepard State Park				
Revenues	444,909.00	111,200.86	333,708.14	24.9%
Expenditures	221,404.75		221,404.75	
309 Town Center Retail Dev Complex				
Revenues	5,520,000.00		5,520,000.00	
Expenditures	5,520,000.00		5,520,000.00	
350 Elevated Water Tank				
Revenues	0.00		0.00	
Expenditures	129,112.00		129,112.00	
352 2018 Bond General Construction/Admin				
Revenues	1,200.00	242.24	957.76	20.1%
Expenditures	1,334,486.36		1,334,486.36	
353 Hwy 57 Utility Line Relocation				
Revenues	229,805.70		229,805.70	
Expenditures	272,125.86		272,125.86	
355 Water Supply & Treatment Plant				
Revenues	1,324,486.36		1,324,486.36	
Expenditures	6,855,572.99		6,855,572.99	

**OCT 2020
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2021	As of OCT 2020	Balance	8.33% % to date
358 2019 Bond General Construction/Admin				
Revenues	1,500.00		1,500.00	
Expenditures	2,021.00		2,021.00	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,959,077.40	19,986.50	1,939,090.90	1.0%
Expenditures	1,964,590.90		1,964,590.90	
404 Solid Waste Fund				
Revenues	1,562,400.00		1,562,400.00	
Expenditures	1,608,318.00	106,113.15	1,502,204.85	8.3%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DS Fund: 2013 SO Bond				
Revenues	500.00	4.48	495.52	0.8%
Expenditures	504.00		504.00	

**OCT 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2021	OCT 2020	Balance	8.33% % to date
Utility Fund Revenues	9,080,000.00	765,122.86	8,314,877.14	8.4%
Administration	2,991,714.00	229,685.02	2,762,028.98	7.6%
Water & Sewer O & M	3,736,370.00	275,482.81	3,460,887.19	7.3%
Debt Service	1,079,934.00	43,427.11	1,036,506.89	4.0%
Transfers	2,260,403.00	78,000.00	2,182,403.00	3.4%
Contingencies	300,000.00	0.00	300,000.00	
Utility Fund Expenditures	10,368,421.00	626,594.94	9,741,826.06	6.0%
<i>Total Operating Expenditures</i>	<i>6,597,584.00</i>	<i>505,167.83</i>	<i>6,092,416.17</i>	
<i>Total Capital Outlay Expenditures</i>	<i>130,500.00</i>	<i>0.00</i>	<i>130,500.00</i>	
<i>Total Debt Service</i>	<i>1,079,934.00</i>	<i>43,427.11</i>	<i>1,036,506.89</i>	
<i>Total Interfund Transfers</i>	<i>2,260,403.00</i>	<i>78,000.00</i>	<i>2,182,403.00</i>	
<i>Total Contingency Expenditures</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>626,594.94</i>	<i>9,741,826.06</i>	
 <i>Personnel</i>	 <i>422,375.00</i>	 <i>43,998.27</i>	 <i>378,376.73</i>	
<i>Supplies</i>	<i>270,000.00</i>	<i>5,672.55</i>	<i>264,327.45</i>	
<i>Other Services</i>	<i>5,905,209.00</i>	<i>455,497.01</i>	<i>5,449,711.99</i>	
<i>Capital Outlay</i>	<i>130,500.00</i>	<i>0.00</i>	<i>130,500.00</i>	
<i>Debt Service</i>	<i>1,079,934.00</i>	<i>43,427.11</i>	<i>1,036,506.89</i>	
<i>Interfund Transfers</i>	<i>2,260,403.00</i>	<i>78,000.00</i>	<i>2,182,403.00</i>	
<i>Contingencies</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>626,594.94</i>	<i>9,741,826.06</i>	

NOV 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,488,123.63
MS Development Loan Katrina	Depository Account	007-000-001	
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$298,101.83
U S Justice Equitable Sharing	Depository Account	157-000-001	\$86,273.95
Fire Protection Fund	Depository Account	160-000-001	\$251,814.17
Tidelands Grant	Depository Account	171-000-001	\$250,351.86
Library Support Fund	Depository Account	172-000-001	\$1,652.39
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$65,309.90
USDA NRCS EWP Program	Depository Account	300-000-001	\$36,916.51
Pine Cone Drive Spillway	Depository Account	301-000-001	
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$446,011.14
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$5,018.75)
Solid Waste Fund	Depository Account	404-000-001	(\$107,988.98)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,814,531.08
General Depository Reconciled Cash Balance			\$4,813,756.10

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$4,012.00
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$20,500.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,030,586.91
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$4,102,661.43
Enterprise Reconciled Cash Balance			\$4,098,888.86

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,098,303.85
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$98,179.99
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,341.23
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$30,400.22
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$30,400.22
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$492,045.55
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,327,768.32
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$38,564.34
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,036,649.76
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$272,363.47
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$815,157.74

Total Bond & Restricted Reconciled Cash Balances \$13,963,174.69

NOV 2020
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2021	NOV 2020	Balance	16.66% % to date
General Fund Revenues	10,563,895.00	1,252,280.45	9,311,614.55	11.8%
Expenditures:				
001 Legislative	175,063.00	31,994.44	143,068.56	18.2%
010 City Court	315,216.00	38,605.72	276,610.28	12.2%
021 City Manager	250,300.00	31,470.19	218,829.81	12.5%
022 Human Resources	65,264.00	12,101.67	53,162.33	18.5%
030 Elections	32,000.00	0.00	32,000.00	
040 City Clerk	524,496.00	79,636.42	444,859.58	15.1%
060 City Attorney	130,000.00	20,000.00	110,000.00	15.3%
090 Economic Dev - Planning	424,516.00	66,470.44	358,045.56	15.6%
092 Building & General Expenses	681,600.00	318,918.38	362,681.62	46.7%
094 Grants & Project Admin	195,215.00	35,617.11	159,597.89	18.2%
100 Police	3,505,968.00	570,640.17	2,935,327.83	16.2%
161 Fire	2,701,172.00	481,018.97	2,220,153.03	17.8%
170 Recreation	606,740.00	89,524.95	517,215.05	14.7%
201 PW: Streets	341,000.00	22,655.72	318,344.28	6.6%
205 PW: Maintenance	248,272.00	42,716.54	205,555.46	17.2%
900 Interfund Transfers	850,529.00	0.00	850,529.00	
General Fund Expenditures	11,047,351.00	1,841,370.72	9,205,980.28	16.6%
<i>Total Operating Expenditures</i>	10,029,435.00	1,801,986.51	8,227,448.49	
<i>Total Capital Outlay Expenditures</i>	77,300.00	1,704.88	75,595.12	
<i>Total Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Total Transfers Out</i>	850,529.00	0.00	850,529.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	1,841,370.72	9,205,980.28	
<i>Personnel</i>	7,753,948.00	1,364,054.12	6,389,893.88	
<i>Supplies</i>	493,467.00	38,972.28	454,494.72	
<i>Other Services</i>	1,782,020.00	398,960.11	1,383,059.89	
<i>Capital Outlay</i>	77,300.00	1,704.88	75,595.12	
<i>Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Interfund Transfers for DS</i>	850,529.00	0.00	850,529.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	1,841,370.72	9,205,980.28	

**NOV 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of NOV 2020	Balance	16.66% % to date
020 Allen Road Widening				
Revenues	46,324.00		46,324.00	
Expenditures	46,324.00		46,324.00	
030 MDAH 2014 Community Heritage				
Revenues	0.00		0.00	
Expenditures	2,983.54		2,983.54	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,504,376.00	398.99	6,503,977.01	
Expenditures	7,795,740.10	191,334.00	7,604,406.10	2.4%
156 SE MS METRO TASK FORCE				
Revenues	0.00	2,800.00	(2,800.00)	
Expenditures	298,356.01	4,439.03	293,916.98	1.4%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	86,273.95		86,273.95	
160 Fire Protection Fund				
Revenues	111,000.00		111,000.00	
Expenditures	189,097.30		189,097.30	
171 Combined Tidelands Grant				
Revenues	194,527.32		194,527.32	
Expenditures	219,488.27		219,488.27	
172 Library Support Fund				
Revenues	114,998.00	3,353.06	111,644.94	2.9%
Expenditures	114,998.00	1,700.67	113,297.33	1.4%
176 Shepard State Park				
Revenues	106,150.00	23,729.50	82,420.50	22.3%
Expenditures	141,548.00	14,858.93	126,689.07	10.4%
250 2018 W&S Bond Debt Service				
Revenues	301,563.00	50,020.72	251,542.28	16.5%
Expenditures	285,657.00	70,328.13	215,328.87	24.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,104.02	495.98	95.3%
Expenditures	1,263.00		1,263.00	
252 2019 W&S Bond Debt Service				
Revenues	387,144.00	66,093.12	321,050.88	17.0%
Expenditures	454,009.00	370,408.18	83,600.82	81.5%

**NOV 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of NOV 2020	Balance	16.66% % to date
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,138.74	461.26	95.6%
Expenditures	844.00		844.00	
300 USDA-NRCS EWP				
Revenues	191,433.49		191,433.49	
Expenditures	235,350.00	7,000.00	228,350.00	2.9%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	808,000.00		808,000.00	
Expenditures	1,152,085.49	3,429.72	1,148,655.77	0.2%
304 Town Commons Park Project				
Revenues	937,360.98	153.64	937,207.34	
Expenditures	3,004,260.98	68,594.00	2,935,666.98	2.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	297,307.00	1,065.16	296,241.84	0.3%
Expenditures	350,390.37	6,326.65	344,063.72	1.8%
307 Bacot Park Improvements				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	1,605,750.00	22,426.33	1,583,323.67	1.3%
308 Boardwalk - Shepard State Park				
Revenues	444,909.00	111,200.86	333,708.14	24.9%
Expenditures	221,404.75	136,898.47	84,506.28	61.8%
309 Town Center Retail Dev Complex				
Revenues	5,520,000.00		5,520,000.00	
Expenditures	5,520,000.00	5,018.75	5,514,981.25	
350 Elevated Water Tank				
Revenues	0.00		0.00	
Expenditures	129,112.00	88,950.00	40,162.00	68.8%
352 2018 Bond General Construction/Admin				
Revenues	1,200.00	1,341.86	(141.86)	111.8%
Expenditures	1,334,486.36		1,334,486.36	
353 Hwy 57 Utility Line Relocation				
Revenues	229,805.70	39,478.78	190,326.92	17.1%
Expenditures	272,125.86		272,125.86	
355 Water Supply & Treatment Plant				
Revenues	1,324,486.36		1,324,486.36	
Expenditures	6,855,572.99	7,859.30	6,847,713.69	0.1%

**NOV 2020
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2021	As of NOV 2020	Balance	16.66% % to date
358 2019 Bond General Construction/Admin				
Revenues	1,500.00	859.01	640.99	57.2%
Expenditures	2,021.00		2,021.00	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,959,077.40	32,473.00	1,926,604.40	1.6%
Expenditures	1,964,590.90		1,964,590.90	
404 Solid Waste Fund				
Revenues	1,562,400.00		1,562,400.00	
Expenditures	1,608,318.00	212,815.35	1,395,502.65	13.2%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DS Fund: 2013 SO Bond				
Revenues	500.00	9.11	490.89	1.8%
Expenditures	504.00		504.00	

**NOV 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2021	NOV 2020	Balance	16.66% % to date
Utility Fund Revenues	9,080,000.00	1,492,473.86	7,587,526.14	16.4%
Administration	2,991,714.00	464,155.28	2,527,558.72	15.5%
Water & Sewer O & M	3,736,370.00	551,681.90	3,184,688.10	14.7%
Debt Service	1,079,934.00	86,854.22	993,079.78	8.0%
Transfers	2,260,403.00	136,000.00	2,124,403.00	6.0%
Contingencies	300,000.00	0.00	300,000.00	
Utility Fund Expenditures	10,368,421.00	1,238,691.40	9,129,729.60	11.9%
 <i>Total Operating Expenditures</i>	 <i>6,597,584.00</i>	 <i>1,015,837.18</i>	 <i>5,581,746.82</i>	
<i>Total Capital Outlay Expenditures</i>	<i>130,500.00</i>	<i>0.00</i>	<i>130,500.00</i>	
<i>Total Debt Service</i>	<i>1,079,934.00</i>	<i>86,854.22</i>	<i>993,079.78</i>	
<i>Total Interfund Transfers</i>	<i>2,260,403.00</i>	<i>136,000.00</i>	<i>2,124,403.00</i>	
<i>Total Contingency Expenditures</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>1,238,691.40</i>	<i>9,129,729.60</i>	
 <i>Personnel</i>	 <i>422,375.00</i>	 <i>80,468.64</i>	 <i>341,906.36</i>	
<i>Supplies</i>	<i>270,000.00</i>	<i>22,072.86</i>	<i>247,927.14</i>	
<i>Other Services</i>	<i>5,905,209.00</i>	<i>913,295.68</i>	<i>4,991,913.32</i>	
<i>Capital Outlay</i>	<i>130,500.00</i>	<i>0.00</i>	<i>130,500.00</i>	
<i>Debt Service</i>	<i>1,079,934.00</i>	<i>86,854.22</i>	<i>993,079.78</i>	
<i>Interfund Transfers</i>	<i>2,260,403.00</i>	<i>136,000.00</i>	<i>2,124,403.00</i>	
<i>Contingencies</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>1,238,691.40</i>	<i>9,129,729.60</i>	

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

ORDER NUMBER 010-2021

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for November and December 2020 are hereby received.

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

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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 19, 2021.

		City of Gautier		
		Business Registry		
		Nov-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
121	2021-11-0007042	Bobbie H. Sirin C.P.A.	\$20.00	Current
66	2021-11-0007043	1st Stop Conoco	\$40.00	Current
278	2021-10-0007040	Mowa Development LLC	\$30.00	Current
84	2021-11-0007041	DJ's Automotive	\$20.00	Current
106	2021-11-0007045	Charles E Carr	\$20.00	Current
1632	2021-11-0007044	Gulf Coast Air Solutions	\$20.00	Current
79	2021-11-0007046	Coldwell Banker, Smith Homes Realtors	\$30.00	Current
100	2021-11-0007047	Martin Bluff Grocery	\$52.50	Current
1391	2021-11-0007048	Gautier Lock Storage	\$20.00	Current
1244	2021-11-0007049	Macnard Gaming	\$20.00	Current
112	2021-11-0007050	Highway 90 Pawn & Gun Inc.	\$500.00	Current
1356	2021-03-0007051	Magically Fun Vacations	\$23.40	Delinquent
1037	2021-12-0007052	BML Auto Service	\$20.00	Current
1343	2021-11-0007053	Mattresses of Mississippi	\$20.00	Current
2885	2021-11-0007054	Eddie Pearson Roofing LLC	\$20.00	New Business
1513	2021-12-0007055	Gautier Lock Storage	\$20.00	Current
1447	2021-09-0007056	State Farm	\$22.20	Delinquent
1637	2021-12-0007057	Brass Hanger	\$36.00	Current
1396	2021-12-0007058	Rosy's Fine Mexican Kitchen	\$45.00	Current
422	2021-12-0007059	Singing River Mini Storage	\$20.00	Current
140	2021-12-0007060	Brewer Optical	\$45.00	Current
134	2021-11-0007096	United Parcel Service	\$93.00	Current
150	2021-12-0007062	Flowers By Evelyn/T&E Apparel	\$20.00	Current
1668	2021-11-0007063	Martin Towing & Transport	\$20.00	New Business
1454	2021-11-0007064	Satishkumar Patel	\$20.00	Current
173	2021-12-0007065	Always Money	\$20.00	Current
142	2021-12-0007066	Check Plus	\$20.00	Current
1105	2021-11-0007067	Crystal Visions Media	\$20.00	Current
1512	2021-12-0007068	Evapes	\$20.00	Current
128	Closed	Taylor & Company Salon	\$20.00	Closed
1193	2021-12-0007069	Tradewinds Plumber	\$20.00	Current
26	2021-10-0007070	Hancock Bank	\$33.00	Delinquent
23	2021-10-0007071	Gautier Animal Clinic	\$22.00	Delinquent
158	2021-12-0007072	Mallette Bros. Construction	\$150.00	Current
1629	2021-10-0007073	Roma Italian Restaurant	\$49.50	Delinquent
1669	2021-11-0007074	Compassionate Senior Health Care	\$20.00	New Business
873	2021-10-0007075	Final Enviromental Service	\$22.00	Delinquent
1107	2021-11-0007076	SCB Enterprises	\$20.00	Current
1670	2021-11-0007077	Sandi's Pet Grooming	\$20.00	New Business
1505	2021-10-0007078	Kay Lynn Salon	\$22.00	Delinquent
1395	Closed	4 Paws Doggie Day Spa	\$0.00	Closed
438	2021-12-0007079	Vision Painting & Construction	\$20.00	Current
148	2021-12-000708	Dodge Store	\$82.50	Current
		TOTAL	\$1,778.10	
		New Business	4	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	7	

		City of Gautier		
		Business Registry		
		Dec-20		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1671	2021-12-0007081	Lucky 7 Small Engine Repair	\$20.00	New Business
1672	2021-12-0007082	Hickory Hill Wine & Liquor	\$40.00	Current
1673	2021-12-0007083	IOP Community	\$20.00	New Buisness
91	Closed	Isles of Pines Trailer Park	\$0.00	Closed
1674	2021-12-0007084	Heart & Soul Dining	\$20.00	New Business
159	Closed	Pizza Hut	\$0.00	Closed
533	2021-09-0007085	Gautier Automotive	\$22.40	Delinquent
1541	Closed	Just 1 More	\$0.00	Closed
1675	2021-12-0007086	Sidelines Sports Bar & Grill	\$50.00	New Business
1387	2021-10-0007087	Spanish Trail Lanes	\$56.61	Delinquent
135	2021-12-0007088	Advanced Auto Parts	\$92.50	Current
166	2021-12-0007089	Southern Hideaway Estates	\$20.00	Current
1084	Closed	Tiki Restaurant & Lounge	\$0.00	Closed
1625	2021-10-0007090	Spay Neuter Impact Project	\$33.30	Current
1524	Closed	DC Academy of Muisic	\$0.00	Closed
1676	2021-12-0007091	DC School of Music	\$20.00	New Business
946	2021-12-0007092	Sarah Braggs Real Estate	\$20.00	Current
1635	2021-12-0007093	Beacon Insurance Services	\$20.00	Current
1184	2021-10-0007094	Toulon Apartments	\$33.30	Delinquent
86	Closed	Goodwill Industry of South MS	\$0.00	Closed
161	2021-12-0007095	Allen Beverages/ Pepsi Cola	\$150.00	Current
1456	2021-12-0007096	Barnlight Property Solutions	\$20.00	Current
179	2021-12-0007097	Vulcan Construction Materials	\$200.00	Current
1457	2021-12-0007098	Mississippi Mosquito Control	\$30.00	Current
1446	2021-09-0007099	Home Port Quick Stop	\$44.80	Delinquent
1114	2021-12-0007100	GreenAcres	\$20.00	Current
1194	2021-12-0007101	Clearwater Solutions	\$80.00	Current
1677	2021-12-0007102	Kimberly Ray Online Sales	\$20.00	New Business
1634	2021-12-0007103	Talk 4 Less Wireless Communications	\$20.00	Current
1393	2021-12-0007104	Rita's Wholesale	\$20.00	Current
1398	2021-12-0007105	Harewells AC Installation & Repair	\$20.00	Current
754	2021-12-0007106	Digital Enterprises	\$20.00	Current
1638	Closed	Empire Tax	\$0.00	Closed
1516	Closed	Life House Realty & Property	\$0.00	Closed
1678	2021-12-0007109	Life Lessons	\$20.00	New Business
233	2021-01-0007110	Pyramid Homes of Gautier	\$20.00	Current
1679	2021-12-0007116	Gulf Coast Real Estate Solutions	\$20.00	New Business
1511	2021-12-0007117	One Stop of Gautier	\$40.00	Current
1522	2022-01-0007118	Eklektik	\$20.00	Current
892	2021-12-0007119	AME Enterprises	\$20.00	Current
		Total	\$1,252.91	
		New Business	8	
		Transient Vendor	0	
		Closed Business	8	
		Delinquent Renewals Issued	4	

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

ORDER NUMBER 011-2021

WHEREAS, the Gautier Police Department requests to upgrade their firearms in order to improve officer safety, maintenance cost, and shot replacement; and

WHEREAS, the Gautier Police Department feels it is in the best interest of the City to replace these firearms with newer models; and

WHEREAS, Southern Connection Police Supply offers a buy back option for the purchasing and replacing of duty weapons; and

WHEREAS, Southern Connection Police Supply will purchase the City's old duty Glock pistols for \$225.00 for a total of \$8,550.00 and sell the Gautier Police Department new Glock Model 17 Gen 5 duty pistols for \$428.50 for a total of \$19,282.50; and

WHEREAS, the net cost for replacement will be \$10,732.50 coming from the Department of Justice/Asset Forfeiture Account; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Police Department is hereby authorized to trade-in/purchase forty-five (45) Glock model 17 Gen 5 duty pistols in the amount of \$10,732.50.

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

Motion 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 January 19, 2021.

**CITY OF GAUTIER
MEMORANDUM**

TO: Paula Yancey
City Manager

FROM: Lee Bond
Police Captain

THRU: Teresa Montgomery
City Clerk

SUBJECT: Trade/Purchase of Duty Weapons

REQUEST:

The Gautier Police Department is seeking Mayor and Council approval to trade-in 38 duty weapons Gen 4 Glock, Model 23, .40 caliber towards the upgraded purchase of 45 duty weapons Gen 5 Glock Model 17, 9 MM.

BACKGROUND:

The Gautier Police Department currently owns and inventories 38 Gen 4 Glock, Model 23, .40 caliber weapons, which is issued to sworn officers within the department. The Gen 4 model has been in production since 2010 and many improvements have been made since then. The upgraded Gen 5 Glock, Model 17, 9 MM has new features that will be beneficial to our officers. There have been 19 improvements to the Gen 5, which improves officer safety, maintenance cost and shot placement. The FBI conducted an extensive study which supports law enforcement in utilizing the 9MM platform.

DISCUSSION:

Southern Connection Police Supply is currently offering a buy back option towards the purchase/replacement of duty weapons. They will purchase the Gen 4 Glock for \$225.00 each, for a total of \$8,550.00. They will sell the Gautier Police Department the Gen 5 Glock for \$428.50. The difference in price will be \$10,732.50 for the 45 upgraded Gen 5 Glock. The remaining balance will be purchased out of the Department of Justice/Asset Forfeiture account.

RECOMMENDATION:

The Gautier Police Department recommends the Mayor and City Council to authorize the trade and purchase of the Gen 4 Glock to the Gen 5 Glock using asset forfeitures to cover the remaining balance of \$10,732.50.

ATTACHMENTS:

Quotes for Weapons
Weapon Inventory for trade-in
Trade-in Agreement

The Southern Connection Police Supplies

274 COMMERCE PARK DRIVE
Ridgeland, MS 39157

Bryan Wheeler, Owner

Cell: 630-750-4200

Email: tscps@bellsouth.net

Fax. (601) 856-6714

Tel. (601) 853-3106

AGENCY NAME
Gautier Police Department
3329 US-90
GAUTIER, MS 39553
(228) 497-2486
LEE BOND: 228-382-2918

Date 10/7/2020
Quote No 1574TSC
Valid From 10/7/2020
Valid To 1/7/2021

QUOTATION

Delivery 90 Days ARO	Delivery Via Best Way	F.O.B Destination	Terms Net 30
Quantity	Description	Cost	Extension
45	GLOCK MODEL 17 GEN 5 3 MAGS AMERIGLO SIGHTS	\$428.50	\$19,282.50
-43	TRADE GLOCK 23 WITH 3 MAGS	\$225.00	(\$9,675.00)
	OFFICER BUY BACK PRICE INCLUDING TAX ; 270.00		
Grand Total:			\$9,607.50

// Bryan Wheeler //
Authorized Signature

6/15/2020
Date

Gautier Police Dept

3330 HIGHWAY 90

GAUTIER, MS 39553-5124 United States

PH: 228-497-2486

FX:

Date 12/22/2020

Quote: QUO-14255-Z9Q6D1

Valid From: 12/22/2020

Valid To: 3/22/2021

ATTN: Lee Bond

Title: Capt.

Email:

Cell:

Glock Representative: Charles Sumner

Email: Charles.Sumner@glock.us

Cell: +1 662 255-1873

QUOTATION

Quantity	Description	Cost	Extension
38	Trade-In-GLOCK 23 (.40): Standard (3) , Standard , Fixed , 5.5lb	(\$225.00)	(\$8550.00)
45	GLOCK 17Gen5 AMGLO Bold (9x19): Standard (3) , Standard , Fixed , 5.5lb	\$433.50	\$19507.50

Description:9mm trade

- Govt Agency prices do not include sales tax or FET, where applicable
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified.
- Trade-in or exchange pistols must be turned in within 30 days after receipt of new GLOCKS, unless other arrangements have been made and approved
- All firearms traded to GLOCK, Inc. are subject to being refurbished and sold to other Federally Licensed firearms distributors.
- There is a **Limited Lifetime Warranty on GLOCK guns & parts, including postage, labor and replacement parts.**
- The Agency agrees that they will not trade in the pistols quoted above for a period of 2 years with the exception of trading to upgrade to new GLOCK pistols
- **USE FACTORY AMMUNITION ONLY**

(+) Total Tax: 0.00

Grand Total: \$ 10,957.50*Charles Sumner*

Authorized Signature

12/22/2020

Date

MAKE	MODEL	SERIAL #
1.GLOCK	23 GEN 4	BLTX885
2.GLOCK	23 GEN 4	BLTX886
3.GLOCK	23 GEN 4	BLTX887
4.GLOCK	23 GEN 4	BLTX888
5.GLOCK	23 GEN 4	BLTX853
6.GLOCK	23 GEN 4	BLTX890
7.GLOCK	23 GEN 4	BLTX889
8.GLOCK	23 GEN 4	BLTX884
9.GLOCK	23 GEN 4	BLTX874
10.GLOCK	23 GEN 4	BLTX875
11.GLOCK	23 GEN 4	BLTX876
12.GLOCK	23 GEN 4	BLTX878
13.GLOCK	23 GEN 4	BLTX879
14.GLOCK	23 GEN 4	BLTX880
15.GLOCK	23 GEN 4	BLTX881
16.GLOCK	23 GEN 4	BLTX882
17.GLOCK	23 GEN 4	BLTX883
18.GLOCK	23 GEN 4	BLTX864
19.GLOCK	23 GEN 4	BLTX865
20.GLOCK	23 GEN 4	BLTX866
21.GLOCK	23 GEN 4	BLTX867
22.GLOCK	23 GEN 4	BLTX868
23.GLOCK	23 GEN 4	BLTX870
24.GLOCK	23 GEN 4	BLTX871
25.GLOCK	23 GEN 4	BLTX872
26.GLOCK	23 GEN 4	BLTX873
27.GLOCK	23 GEN 4	BLTX854
28.GLOCK	23 GEN 4	BLTX855
29.GLOCK	23 GEN 4	BLTX856
30.GLOCK	23 GEN 4	BLTX857
31.GLOCK	23 GEN 4	BLTX858
32.GLOCK	23 GEN 4	BLTX859
33.GLOCK	23 GEN 4	BLTX861
34.GLOCK	23 GEN 4	BLTX862
35.GLOCK	23 GEN 4	BLTX863
36.GLOCK	23 GEN 4	PVR629
37.GLOCK	23 GEN 4	BEUD968
38.GLOCK	23 GEN 4	BEUD960

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

ORDER NUMBER 012-2021

WHEREAS, the City is required by the Mississippi Department of Environmental Quality to submit an annual Stormwater Management Report; and

WHEREAS, the City is also required to renew its 5-year Stormwater Permit to MDEQ; and

WHEREAS, Allen Engineering and Science has prepared the annual Stormwater Management Report and the 5-year Stormwater Permit for the City's acceptance and approval;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the annual Stormwater Management Report is accepted, and the renewal of the 5-year Stormwater Permit to MDEQ, as presented by Allen Engineering and Science is 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: **Nonen**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 19, 2021.

ANNUAL REPORT FORM

SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT



GENERAL PERMIT: MSRMS4 0 1 1. This coverage number must be completed for the referenced MS4 or this form will be considered incomplete and will be returned. The coverage number can be found at the bottom left corner of your Certificate of Coverage.

This report covers MS4 Storm Water Management Program activities occurring during calendar year (type "X" in box next to year):

☐

2009 (Year 1)

☐

2010 (Year 2)

☐

2011 (Year 3)

☐

2012 (Year 4)

☒

2020

INSTRUCTIONS

Please use this form to satisfy the reporting requirements of ACT7, S-2 of the MS4 General Permit. Use of another form/format or failure to fully complete any section of this Annual Report Form may result in agency review delays or notifications of MS4 non-compliance. If a particular part or section is not applicable to your MS4, fill in as "N/A".

Coverage recipients are encouraged to utilize the electronic version of this form, which allows the data fields in the following tables to be expanded to contain all of the required information. The electronic form is available in the MS4 section of MDEQ's General Permits webpage at: http://www.deq.state.ms.us/MDEQ.nsf/page/epd_epdgeneral

The submittal of the fourth Annual Report (due no later than January 28, 2013) shall be deemed to be a notification of the MS4's intent to be covered by the subsequently issued MS4 General Permit, provided the Annual Report is signed by a principal executive officer or ranking elected official according to ACT9, T-5 of this permit.

Do **NOT** include any attachments **EXCEPT** for those specifically requested in this form. Supporting documentation for annual reports should be maintained with the SWMP and should be available for review during periodic MDEQ inspections and audits.

ALL BMPs OF EACH MINIMUM MEASURE MUST BE LISTED IN THE ORDER THEY APPEAR IN THE SWMP.

MS4 INFORMATION

MS4 NAME: City of Gautier

MS4 MAILING ADDRESS: 3330 Highway 90 CITY: Gautier ZIP: 39553

MS4 COUNTY: Jackson

PRIMARY LOCAL CONTACT NAME (responsible for storm water program implementation): Scott Ankerson

CONTACT'S TITLE: Planning Director OFFICE PHONE: (228) 497.1878 x312

E-MAIL ADDRESS (local contact): SAnkerson@Gautier-ms.gov

SECTION I: SUMMARY OF IMPLEMENTATION ACTIVITIES BY MINIMUM MEASURE AND BEST MANAGEMENT PRACTICE

ACT7, S-2 of the MS4 General Permit requires the coverage recipient is to annually summarize the progress made in implementing the conditions of the permit and the elements of the Storm Water Management Program (SWMP). Complete the following tables for each of the six SWMP minimum measures.

The **Comments** column should contain details regarding the steps that have been taken to implement the BMP. For those BMPs checked as not being in compliance, the **Comments** column should also contain an explanation for the non-compliance and an action plan/schedule for achieving compliance.

A. Public Education:

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PE 1 Growth Readiness Training	Develop a revised Growth Readiness Training program and present once per year.	X		12/15/2020	Presented Growth Readiness program that included a preview of changes under the upcoming permit and a preview of Green Infrastructure options to meet new requirements.	Stormwater Manager
PE 2 Stream/Basin Signage	Placement of informational signs throughout the City identifying major streams or sub-basins.	X		N/A	No stream/basin signage was added in 2020; A total of 5 basins have been marked. The City will re-evaluate locations for additional signage in 2021.	Stormwater Manager
PE 3 Children's Outreach	Cooperate with the Jackson County Soil and Water Conservation District to provide outreach programming to local school children.	X			Due to COVID and school closures, outreach activities did not occur in 2020.	Stormwater Manager
PE 4 Community Outreach	City will develop, prepare, and distribute stormwater educational information for general public.	X		Throughout 2020	Stormwater fliers distributed at City Hall, and the City installed an electronic message board utilized for public messaging, including stormwater	Stormwater Manager

					education and public messaging such as, “Only Rain in the Drain,” is displayed throughout the year. The City also posted the EPA flyer, “Protecting Water Quality from Urban Runoff is Everybody’s Business” on their Twitter account for public outreach.	
PE 5 Stormwater Website	Review and update stormwater information presented on the City’s website to include contact information and informational links.	X		Ongoing	Stormwater educational materials are available on the City of Gautier’s Building and Zoning webpage: http://www.gautier-ms.gov/planning-building	Stormwater Manager

SECTION I (continued):**B. Public Involvement:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PI 1 Stormwater Task Force	The City will conduct task force meetings.	X		12/15/2020	The City conducted a task force meeting in December 2020.	Stormwater Manager
PI 2 Collection Efforts	The City will conduct the necessary planning to participate one cleanup event per year.	X		10/2020	The Hazardous Waste Collection Day was postponed due to COVID. The Coastal Cleanup did occur in 2020.	Stormwater Manager
PI 3 Storm Drain Marking Program	The City will identify additional storm drains for this second phase of storm drain marking.	X		Throughout 2020	No new stormdrain markers were placed in 2020. Locations for placement will be re-evaluated in 2021.	Stormwater Manager

SECTION I (continued):

C. Illicit Discharge Detection and Elimination:

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
ID 1 Review of Ordinances	The City will review its ordinances regulating illicit discharges and revise if deemed necessary.	X		July 2020	Ordinances reviewed July 2020. Preparing for ordinance update in 2021 to meet conditions of new state Stormwater Permit.	Stormwater Manager
ID 2 Training – Illicit Discharges	City conducts annual training of relevant department heads on identifying, reporting, & documenting illicit discharges.	X		12/15/2020	City employees are routinely trained and briefed on stormwater and water quality issues in the City.	Stormwater Manager
ID 3 Stormwater Mapping Program	City will conduct annual reviews of mapping data and update as needed. The City will also identify businesses that store large quantities of hazardous materials and will map transportation routes carrying potentially hazardous materials.	X		Dec. 2020	City reviewed all stormwater outfalls during its two annual inspections and updated maps according to data obtained during those inspections.	Stormwater Manager
ID 4 Inspections – Conveyances	The City will conduct bi-annual dry-weather screening to determine the presence of potential illicit discharges.	X		Spring 2020 Fall 2020	Dry-weather screening was conducted during the spring and winter to determine the potential presence of illicit discharges. The inspection did not reveal significant illicit discharges and minor issues were remedied.	Stormwater Manager
ID 5 Emergency Management	City will coordinate with local jurisdictions regarding hazardous	X		10/2020	The Hazardous Waste Collection Day was postponed due to COVID. The Coastal Cleanup did occur in 2020.	Stormwater Manager

Outreach	materials and illicit discharges.					
ID 6 Coordination with other agencies	The City will coordinate with Jackson County regarding hazardous materials and illicit discharges.	X		Throughout 2020	The Jackson County Emergency Management team and Fire Department coordinated on response to illicit discharges and hazardous material spills.	Stormwater Manager

Provide the following information for illicit discharges detected within your MS4 during the reporting period for this Annual Report.

Number of Illicit Discharges Detected: 0

Number of Illicit Discharges Eliminated: 0

SECTION I (continued):**D. Construction Site Storm Water Runoff Control:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
CS 1 Construction Ordinances	The City will conduct annual reviews of its ordinances regulating construction activities and revise as conditions warrant.	X		July 2020	The City's Code of Ordinances contains ordinances regulating Stormwater Runoff and Land Disturbance. This also addresses construction erosion and sediment control. The review in 2020 deemed that revisions to the ordinances will need to be made when City's new MDEQ permit is finalized.	Stormwater Manager
CS 2 Training – Developer	The City will provide annual training to developers and contractors.	X		Throughout 2020	City is educating contractors and developers by providing them education materials on MDEQ Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, Small and Large General Permits and all required forms, policies and regulations at the time of construction permit approval. These materials were updated in 2020.	Stormwater Manager
CS 3 Erosion & Sediment Control	The City will coordinate with MDEQ to establish revised ESC standards for construction sites.	X		Throughout 2020	The City began using the State of Mississippi's Guidance Manual for Erosion and Sediment Control for Construction Projects in 2012 and continues to use it as the standard for regulation and enforcement of construction within the City.	Stormwater Manager
CS 4 Construction Site Plan Reviews	City will conduct regular and routine site plan review meetings to discuss erosion and sediment	X		Throughout 2020	The City conducts site plan review meetings as projects are submitted for review and permitting. Erosion and sediment control are a primary focus of	Stormwater Manager

	control requirements for new developments.				the site plan reviews.	
CS 5 Inspections – Active Sites	The City will conduct regular and routine inspections of active construction sites to ensure compliance with approved SWPPPs & local ordinances.	X		Throughout 2020	The City incorporates stormwater inspections on active construction sites with other construction inspection activities. The Building Official and Code Enforcer inspect construction sites regularly.	Stormwater Manager
CS 6 Training – Inspection Staff	The City will provide annual training to permitting and inspection staff on the latest policies, ordinances and inspection procedures.	X		12/15/2020	City employees are routinely trained and briefed on stormwater and water quality issues in the City.	Stormwater Manager
CS 7 Land Disturbance Recognition and Education	City will begin a new procedure to provide erosion and sediment control information to citizens engaged in land disturbances less than one acre (except home gardening & landscaping).	X		On-going	City provides erosion and sediment control information at the Planning Department and continues to expand those materials. The Building Official focuses on erosion and sediment control on several small construction sites, particularly when they are adjacent to wetlands, bayous or other waterways.	Stormwater Manager
CS 8 Public Input	The City will provide a “hotline” e-mail link on its website for submission of public complaints.	X		Throughout 2020	Contact information for the City building official is provided online.	Stormwater Manager

Provide the following information for construction projects permitted within your MS4 during the reporting period for this Annual Report.			
Project Category	Number of Projects	Number and Type of Inspections	Number and Type of Enforcement Actions Taken
Small Construction (1- 5 Acres)	23	13 per project – combination of pre and post stormwater. Re-inspections when necessary.	Six enforcement actions taken and successfully addressed.
Large Construction (> 5 Acres)	0		

SECTION I (continued):**E. Post-Construction Storm Water Management in New Development and Redevelopment:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PC 1 Post-Construction Ordinances	The City will conduct annual reviews of its ordinances regulating post-construction activities and revise as conditions warrant.	X		July 2020	The City's Code of Ordinances contains ordinances regulating Stormwater Runoff and Land Disturbance. This also addresses construction erosion and sediment control. A review in 2020 deemed that revisions to the ordinances will need to be made when City's new MDEQ permit is finalized.	Mayor
PC 2 Database of Post-Construction Site	The City will identify and map all post-construction stormwater BMPs to create a working database of post-construction facilities.	X		Ongoing	The database of current BMPs is complete and updated each quarter as new projects are completed.	Stormwater Manager

SECTION I (continued):

E. Post-Construction Storm Water Management in New Development and Redevelopment (continued):

Provide the location and type of post-construction management practices installed at new development and redevelopment projects within your MS4 during the reporting period for this Annual Report. Location description should include the subdivision/project name, along with a physical address, latitude/longitude coordinates or site directions.

Location of Post-Construction Management Practice	Type of Management Practice (i.e., detention basin, manufactured system, etc.)

SECTION I (continued):**F. Pollution Prevention/Good Housekeeping for Municipal Operations:**

Best Management Practice	Measurable Goal	In Compliance?		Date Completed (If not, date to be completed)	Comments	Responsible Individual (Name or Job Title)
		Yes	No			
PP 1 SWPPP Training	The City will provide annual training to municipal employees based on Municipal SWPPP.	X		12/15/2020	City employees are routinely trained and briefed on stormwater and water quality issues in the City.	Stormwater Manager
PP 2 Routine Maintenance	The City will conduct annual and routine maintenance activities.	X		Throughout 2020	ClearWater Solutions manages City of Gautier's Public Works department and handles routine maintenance, including cleaning of swales and culverts.	Stormwater Manager
PP 3 Increase Communication	City will develop and implement - communication, coordination procedures on pollution prevention policies, methods.	X		Throughout 2020	Public Works has been focused on interdepartmental communication procedures to better coordinate within the City. Stormwater related meetings include managers from the City and ClearWater Solutions.	Stormwater Manager
PP 4 & 5 Municipal Inspections	The City will conduct bi-annual and routine inspections of major outfalls and conveyance systems.	X		Spring 2020 Fall 2020	Inspections were conducted and revealed only minor and routine issues.	Stormwater Manager

SECTION II: ASSESSMENT OF THE APPROPRIATENESS OF BMPs

ACT7, S-2(1) of the MS4 General Permit requires the coverage recipient to assess the appropriateness of its BMPs in achieving the identified measurable goals for each of the minimum control measures. List each BMP adopted by the MS4 and rate its appropriateness. For BMPs rated “Inappropriate” or “Minimally Appropriate”, the MS4 should outline proposed changes to the program in Section IV of this form to address the deficiencies.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	We Consider the Listed BMP Appropriate to the Following Degree			
		Inappropriate	Minimally Appropriate	Good	Superior
PE-1	Develop and Implement Growth Readiness Training				X
PE-2	Stream / Basin Signage			X	
PE-3	Children’s Outreach Program				X
PE-4	Community Outreach				X
PE-5	Stormwater Website			X	
PI-1	Task Force Meetings			X	
PI-2	Cleanup Day			X	
PI-3 & 4	Storm Drain Marking Program			X	
ID-1	Ordinance Review			X	
ID-2	Training – Illicit Discharges			X	
ID-3	Mapping Program				X
ID-4	Mapping Program – Expanded				X
ID-5	Inspections			X	
ID-6	Emergency Management Outreach				X
CS-1	Ordinance Review			X	
CS-2	Training – Developer			X	
CS-3	Erosion and Sediment Control			X	
CS-4	Construction Site Plan Review				X
CS 5	Construction Site Inspection				X
CS-6	Training – Inspection Staff				X

Minimum Measure ID	Best Management Practice	We Consider the Listed BMP Appropriate to the Following Degree			
		Inappropriate	Minimally Appropriate	Good	Superior
PC-1	Ordinance Review			X	
PC-2	Post-Construction Database				X
PC-3	Training – Municipal BMP Inspectors				X
PC-4	Post-Construction Correspondence			X	
PC-5	Maintenance Agreement			X	
PC-6	Post-Construction Site Inspections			X	
PP-1	Spill Prevention/Response Plan			X	
PP-2	Training-SWPPP			X	X
PP-3	Routine Maintenance				X
PP-4	Communication			X	
PP-5	Inspections – Conveyances				X
PP-6	Inspections - Facilities			X	

SECTION III: SUMMARY OF STORM WATER ACTIVITIES PLANNED DURING THE NEXT REPORTING CYCLE

ACT7, S-2(3) of the MS4 General Permit requires the coverage recipient to summarize the storm water activities planned during the next reporting cycle of the permit term. The **Comments** column should contain details regarding the steps that will be taken to further implement the BMP.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	Measurable Goal	Comments	Responsible Individual (Name or Job Title)
PE-1	Growth Readiness Training	Present Growth Readiness Training once per year.	The presentation to elected officials will continue to give updates on the new permit requirements.	Stormwater Manager
PE-2	Stream / Basin Signage	Complete identification of sign locations, procure and install signs at identified locations.	City will consider adding additional streams/basins that need signage.	Stormwater Manager
PE-3	Children's Outreach	Work with the Jackson County Soil & Water Conservation District to implement activities.	The addition of the MDEQ sponsored Bayou Town puppet show was an improvement to the children's outreach program this year.	Stormwater Manager
PE-4	Community Outreach	Identify formatting and delivery method, identify publishing options, and identify sponsors.	The City will implement a program to track the number of brochures being distributed at each City facility by providing a specific number at one time.	Stormwater Manager
PE-5	Stormwater Website	Review and update stormwater information as necessary and appropriate.	Update user-friendliness and visibility of stormwater website.	Stormwater Manager
PI-1, PI-2	Stormwater Taskforce	Participate in quarterly task force meetings	The City will invite emergency management personnel to attend a Task Force Meeting in 2020	Stormwater Manager
PI-3	Waste Collection Efforts	Conduct or participate in one	Will participate in Jackson	Stormwater Manager

		cleanup event in 2020.	County's Household Hazardous Waste Collection Event and the MS Coastal Clean-up	
PI-4, PI-5	Storm Drain Marking	Identify participating organizations and procure materials.	The City will procure additional storm drain markers in 2019.	Stormwater Manager
ID-1	Illicit Discharge Ordinance	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved when permit is approved.	Stormwater Manager
ID-2	Illicit Discharge Training	Provide training once per year to City employees on identifying, mitigating, and reporting illicit discharges.	Adopt a Stream educational program has more effectively introduced field employees to the reasons behind SWM.	Stormwater Manager
ID-3, ID-4	Mapping Program	Update mapping data to reflect new developments and infrastructure improvements.	Mapping data was updated as needed based on inspections conducted in 2018.	Stormwater Manager
ID-5	Inspections – Conveyances	Conduct bi-annual inspections of the City's conveyance system.		Stormwater Manager
ID-6	Emergency Management Outreach	Meet 1X year w County Emergency Management re: hazardous materials and other illicit discharge issues.	Continue to invite emergency management office to task force meetings.	Stormwater Manager
CS-1	Construction Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved.	Stormwater Manager
CS-2	Training – Developer	Finalize contractor forms & information packets and begin distribution of packets and certification program.	Update information on contractor training CDs based on new permit requirements as needed.	Stormwater Manager
CS-3	ESC Standards	Update standards as the State updates the state standards.		Stormwater Manager
CS-4, CS-5	Construction Site Inspections	On-going – Conduct routine inspections of active construction projects.	The City has a robust system of construction site inspections and will continue this practice into 2019.	Stormwater Manager
CS-6	Training-Inspection Staff	Conduct training for inspection staff 1X year on stormwater inspection and enforcement procedures.		Stormwater Manager
PC-1	Post Construction Ordinance	Review and update/modify	The City will work to ensure	Stormwater Manager

		ordinances as necessary and appropriate.	updated ordinances are approved when new permit is issued.	
PC-2	Post-Construction BMP Database	Complete and update database.	Update as new BMPs are constructed.	Stormwater Manager
PC-3	Training-BMP Inspections	Conduct annual training for inspectors on procedures related to inspecting post-construction BMPs.		Stormwater Manager
PC-4	Correspondence	Prepare and mail correspondence to all post-construction BMP landowners concerning their responsibilities for long-term maintenance.	Correspondence will include any new ordinance regulations and maintenance requirements.	Stormwater Manager
PC-5	Maintenance Agreement	Execute post-construction BMP maintenance agreements as new projects are developed.		Stormwater Manager
PC-6	Post-Construction Site Inspections	Conduct annual inspections of City-owned post-construction BMPs		Stormwater Manager
PP-1	Spill Prevention Plan	Finalize plan and post at all SWPPP facilities.		Stormwater Manager
PP-2	SWPPP Training	Conduct Municipal SWPPP training for City employees.	This training will be conducted once per year.	Stormwater Manager
PP-3	Routine Maintenance	Conduct regular and routine maintenance of streets, parks, culverts, ditches, etc.	ClearWater solutions performs this activity for the City.	Stormwater Manager
PP-4	Increase Communication	Continue regular department head meetings.		Stormwater Manager
PP-5	Municipal (SWPPP) Inspections	Conduct bi-annual inspections of all SWPPP facilities.		Stormwater Manager

SECTION IV: PROPOSED CHANGES TO THE STORM WATER MANAGEMENT PROGRAM

ACT7, S-2(4) and (5) of the MS4 General Permit require the coverage recipient to report proposed changes to BMPs or identified measurable goals that apply to the SWMP program elements. The MS4 should also include changes to address any BMPs listed as “Inappropriate” or “Minimally Appropriate” in Section II or this form.

The **Comments** column should contain details regarding the measurable goals to implement the BMP, a schedule of implementation and an indication if this is a new BMP being proposed.

NOTE: Use the following codes for Minimum Measure ID: Public Education – **PE**; Public Involvement – **PI**; Illicit Discharge Detection and Elimination – **ID**; Construction Site Runoff Control – **CS**; Post-Construction Storm Water Management – **PC**; Pollution Prevention/Good Housekeeping - **PP**

Minimum Measure ID	Best Management Practice	Previous Measurable Goal	Proposed New Measurable Goal	Comments	Responsible Individual (Name or Job Title)
PI-4, PI-5	Storm Drain Marking	Identify participating organizations and procure materials.	City will procure additional stormdrain markers in 2020.		Stormwater Manager
ID-1	Illicit Discharge Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved when permit is approved.		Stormwater Manager
CS-1	Construction Ordinances	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved when SWMP is approved.		Stormwater Manager
PC-1	Post Construction Ordinance	Review and update/modify ordinances as necessary and appropriate.	The City will work to ensure updated ordinances are approved when SWMP is approved.		Stormwater Manager

SECTION V: CONTROL MEASURES PLANNED/IMPLEMENTED TO ADDRESS WASTELOAD ALLOCATIONS

ACT7, S-2(12) of the MS4 General Permit requires the coverage recipient to document all control measures being planned or implemented that may address the Wasteload Allocations (WLA) provisions of a Total Maximum Daily Load (TMDL) established for impaired receiving stream segments within the MS4 (if it is found that the MS4 must implement specific WLA provisions of a TMDL). The general permit also requires the MS4 to include an implementation schedule for all planned controls.

Approved TMDL / Water Body Name / Pollutant of Concern	Best Management Practice	Wasteload Allocation Details	Implementation Schedule
Old Fort Bayou/ Fecal Coliform	Participated in Watershed Implementation Plan effort for Old Fort Bayou		This effort was concluded in 2018, and management actions may be ongoing into 2020.

SECTION VI: OTHER INFORMATION (type "X" in all boxes that apply)

- ☐ During this reporting period, the MS4 has collected and analyzed monitoring data as part of its SWMP implementation (attach copies).
- ☐ During this reporting period, the MS4 relied on another government agency to satisfy some of its permit obligations (attach description of the SWMP components being delegated and a copy of the legal agreement between the MS4 and the implementing entity).

SECTION VII: REPORT CERTIFICATION AND SIGNATURE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that the MS4 for which I am responsible has in effect, an accurate and up to date MS4 Notice of Intent (NOI) and Storm Water Management Plan (SWMP). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Signature¹

Phil Torjusen

Date

Mayor

Printed Name

Title

¹This report shall be signed according to the ACT9, T-5 and T-6 of the MS4 General Permit.

**Please submit this form to: Chief, Environmental Compliance and Enforcement Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225**

Revision: 11/02/09

Councilwoman Martin made the motion to Adjourn until February 2, 2021 at 6:30 pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

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 February 2, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

February 2, 2021
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19 until further notice.

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2021

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 2, 2021
Authorization to change the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History from April Stennett to Babs Logan.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to change the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from April Stennett to Babs Logan.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Gollott	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	Jones	☐	☐	☐	☐
Ward 2	Guillotte	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City's certified local government coordinator for the Mississippi Department of Archives and History is currently April Stennett; and

WHEREAS, staff requests the City Council change the coordinator to Babs Logan;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Babs Logan, is hereby designated as the City's Certified Local Government Coordinator for the Mississippi Department of Archives and History

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/25/2021
Subject: Designation of a Certified Local Government Coordinator for the Mississippi Department of Archives and History

REQUEST:

The Grants and Projects Department requests that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from April Stennett to Babs Logan.

BACKGROUND:

The Certified Local Government (CLG) Program is a federal-state-local partnership established in 1980 by amendments to the National Historic Preservation Act of 1966. The CLG program permits local governments that have established their own historic preservation programs—meeting both federal and state standards—to participate directly in the national historic preservation program and processes.

CLG communities receive special technical assistance and training from MDAH staff, including: programs to heighten local preservation awareness, assistance with drafting preservation ordinances, training workshops for the local preservation commission, and assistance in: establishing local historic districts, identifying architecturally and historically significant buildings and sites, preparing National Register nominations, compiling design review guidelines for historic districts, and many other kinds of projects to promote preservation of the community's historic resources.

DISCUSSION:

The responsibilities of this position are outlined in the attached CLG Coordinator Agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from April Stennett to Babs Logan.

The City Council may:

- 1) Authorize Babs Logan to serve as Certified Local Government Coordinator, as presented; or
- 2) Not authorize Babs Logan to serve as Certified Local Government Coordinator.

ATTACHMENTS:

1. Local CLG Coordinator Agreement

STATE OF MISSISSIPPI
CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Gautier hereinafter called the Certified Local Government, or CLG) states that Babs Logan shall be designated as the Certified Local Government Coordinator for the City of Gautier, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program*. These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator.

At such time as a new person may be designated to replace Babs Logan as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.

Chief Elected Official/CLG Date

CLG Coordinator Date

Date
Local Government Assistance Coordinator
Historic Preservation Division
Mississippi Department of Archives and History
State Historic Preservation Office

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

February 2, 2021
Authorization to accept a donation of field leveling equipment for the Parks and Recreation Department

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a donation of field leveling equipment for the Parks and Recreation Department from Mr. Walter Malone, Gautier resident.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Parks and Recreation Department is seeking authorization to accept a donation of field leveling equipment from Mr. Walter Malone, Gautier resident; and

WHEREAS, this piece of equipment would be of great use to the Parks and Recreation Department; and

WHEREAS, Mr. Walter Malone has offered to donate the piece of field leveling equipment at no cost to the City; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation of field leveling equipment to the Parks and Recreation Department is hereby approved and accepted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 1/26/2021
Subject: Approval to accept a donation of field leveling equipment for the Parks and Recreation Department

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a donation of field leveling equipment for the parks and recreation department from resident Mr. Walter Malone.

BACKGROUND:

The Parks Supervisor was contacted by Mr. Malone advising him that he had a piece of field leveling equipment that he would like to donate to parks and recreation at no cost to the City.

DISCUSSION:

This piece of equipment will be of great use to the parks and recreation department.

RECOMMENDATION:

The Recreation Department recommends that City Council accept a donation of field leveling equipment for the parks and recreation department from resident Mr. Walter Malone.

The City Council may:

1. Accept a donation of field leveling equipment; or
2. Not accept a donation of field leveling equipment.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

February 2, 2021
Approval to retain Butler Snow LLP to
prepare and submit the City of Gautier's
Financial Disclosure Statement

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

WHEREAS, the total cost of the preparation and submission is not expected to exceed \$3,000.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for FY 2020, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, City Clerk
Date: January 25, 2021
Subject: Retention of Butler Snow LLP for Financial Disclosures

REQUEST:

City Council action is requested to approve the attached engagement letter retaining Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosures for FY 2020.

BACKGROUND:

In the past, the City of Gautier has retained Butler Snow LLP to prepare and submit the Continuing Disclosure Statement in connection with all City bond issues.

DISCUSSION:

Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule. This year's filing is due on or before March 28, 2021. Total cost is not expected to exceed \$3,000.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends retaining Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosures for FY 2020.

ATTACHMENT(S):

Butler Snow Engagement Letter
Exhibit A – Event Notice



January 21, 2021

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City
Clerk 3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2020 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2020.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2020 to be filed on or before March 28, 2021.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

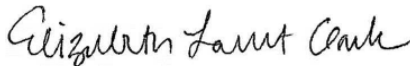
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

50756965.v1

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

February 2, 2021
Authorization for the Gautier Police Department to accept a monetary donation from South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service vehicle.

Introduced by:
Contact Person/Telephone

Danny Selover 497-8007

Summary Explanation: Authorization for the Gautier Police Department to accept a monetary donation from South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service Vehicle in the amount of \$30,000.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the South Mississippi Metro Enforcement Team consists of several agencies in Jackson County that assist agencies assigned to the Task Force; and

WHEREAS, the South Mississippi Metro Enforcement Team has elected to provide funds to purchase a 2021 Chevrolet Silverado SSV to replace the current vehicle assigned to the City's Task Force; and

WHEREAS, the current vehicle will remain in fleet as a back-up unit for K-9 officers; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this monetary donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from South Mississippi Metro Enforcement Team to purchase a 2021 Chevrolet Silverado SSV for the City of Gautier's Police Department is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 1/27/2021
Subject: Request that the Mayor and City Council accept a check in the amount of \$30,000.00 from the South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service Vehicle.

REQUEST:

Request that the Mayor and City Council accept a check in the amount of \$30,000.00 from the South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service Vehicle.

BACKGROUND:

The South Mississippi Metro Enforcement Team has elected to provide funds to purchase a new vehicle to replace Gautier officer's current vehicle that is assigned to the Task force. The current vehicle is past its expected life span. The funds would purchase a new 2021 Chevrolet Silverado to replace the vehicle currently being used.

DISCUSSION:

The South Mississippi Enforcement Team consists of several agencies in Jackson County. With their partnership they are able to assist agencies assigned to the Task Force. The current vehicle being used by Sergeant Ben McQuagge has over 140,000 miles and needs to be removed from service on the interstate. The present vehicle will remain in the fleet as a back-up unit for K-9 officers.

RECOMMENDATION:

The City Council allow the Gautier Police Department to accept a check from the South Mississippi Enforcement Team for \$30,000.00 to purchase a 2021 Chevrolet Silverado SSV. The new vehicle will be added to the master inventory and placed on our insurance.

ATTACHMENTS:

1. 1500 KSSV 21

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Pick-Up Truck, 4 Wheel Drive, Crew Cab, **Special Service Vehicle**

VENDOR: Rogers-Dabbs Chevrolet

ITEM NO.: 072-02-111501

MAKE/MODEL Chevrolet Silverado 1500SSV

ENGINE: 5.3L V8 355HP

PRICE INCLUDING TITLE FEE: **\$29,465.00**

Miles Per Gallon	
City	15
Hwy	20
Combined	17

CK10543

2021

Contract No:8200053669

Rogers Dabbs Chevrolet, Inc.

1501 W. Government Street

Brandon, MS 39042

Pat McCarthy

E-Mail:

maccars@rogersdabbs.com

Phone: 601.825.2277

Toll Free: 800.489.2070

Fax: 601.825.9031

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Summit White Satin Steel Met.
 Black Shadow Gray Met.
 Red Hot Northsky Blue Met.
 Silver Ice Met. Oxford Brown Met.

INTERIOR TRIM:

Jet Black Cloth
 Dark Gray Vinyl

ITEM REQ.
 List optional engines: OPTION DEALER OPTION
 CODE COST CODE

N/A			

NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE

Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Bumper, Rear Step		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Radio, AM/FM		INC	
Driver & Pass Air Bag		INC	
Pwr Windows/Locks/Tilt/Cruise		INC	
Transmission, Auto		INC	
Trailer tow w/ 4 pin harness		INC	
Hands Free Capability		INC	
Front License Plate Bracket		INC	
Skid Plates	NZZ	\$136.50	
Chrome Front Bumper	V46	\$182.00	VJH
Chrome Rear Bumper	VJH	Inc w/ V46	
Aluminum Wheels	Q5U	\$318.50	
Dark Tinted Rear Glass	AKO	\$182.00	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 2, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
