AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 17, 2026 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.

2. Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).

3. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.

4. Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).

IV. Presentation Agenda

V. Business Agenda

1. Consider a request for a twenty-foot (20') variance and ten-foot (10') variance to lot width requirements to allow the division of property in a R-1 Low Density Single Family Residential Zoning District, located at the corner of Hastings and Shirley Dr, Gautier, MS (GPC #26-04-VAR)

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

2. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single Family Residential Zoning District, located at 4835 Old Spanish Trail, Gautier, MS (GPC #26-05-VAR)

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

3. Approval of the Docket of Claims

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

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

1. **Approval of Minutes from Regular Council Meeting held March 3, 2026**

2. **Receive February 2026 Privilege License Reports**

3. **Receive January 2026 Finance Reports**

4. **Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball League**

5. **Approval of a lease-purchase agreement with Cadence Bank for four 2026 Ford Explorers for the Police Department**

6. **Authorization to advertise for Request for Proposals for Disaster Debris Removal Services**

7. **Authorization to Advertise Request for Proposal for Disaster Response Services and Supply Firms**

8. **Authorization to Advertise Request for Proposal for Disaster Debris Monitoring Services**

9. **Authorization to Acknowledge Bid and Award Contract for the Lark Park Improvements Project**

10. **Authorization to submit a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department**

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 April 7, 2026 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 17, 2026

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.**

2. **Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).**

3. **City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.**

4. **Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).**

NOTES:

EASTER EGG... VENTURES & FOOD TRUCKS

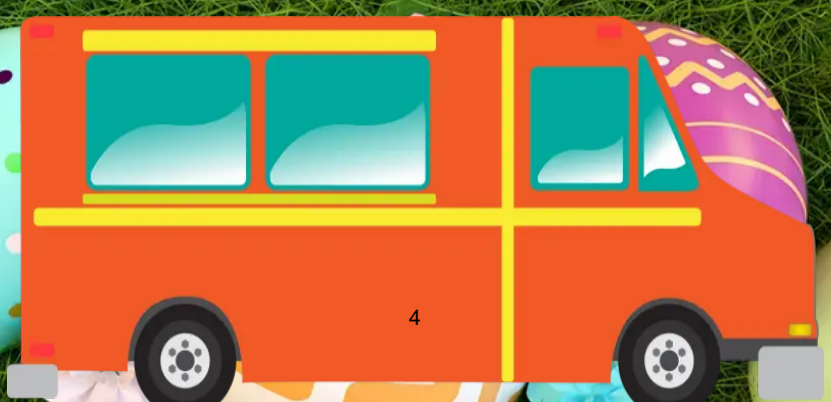
11AM

MARCH 21, 2026

2800 Hwy 90

PETTING ZOO 11-2	EGG HUNT 12 NOON	FOOD TRUCKS 11-2	CARNIVAL RIDES 11-2	FREE FACE PAINTING

Ages: 1-10



NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!



4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

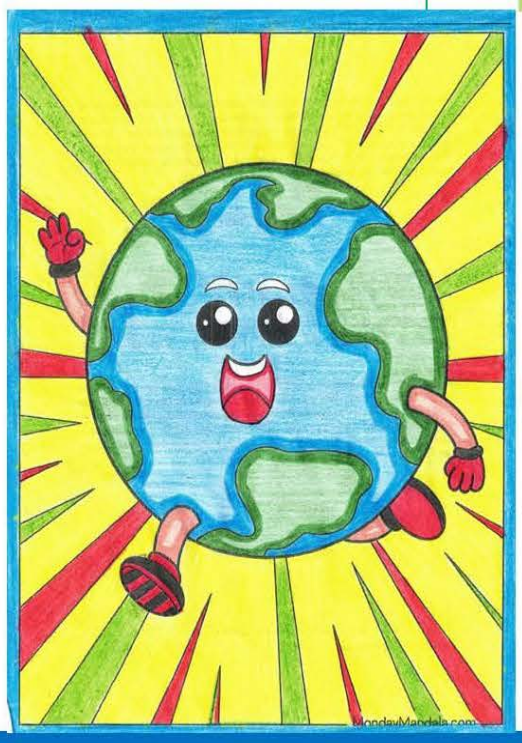
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

City of Gautier

EARTH DAY CELEBRATION!

GAUTIER
MISSISSIPPI



Art Work
Created By
Jimmy Gutierrez
Gautier Elementary

Friday, April 17, 2026

Shepard State Park

9:00 am - 3:00 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Garden Club Plant Sale. Stop by the Welcome Center for Earth Day giveaways. *(while supplies last)*

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
March 17, 2026

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Consider a request for a twenty-foot (20') variance and ten-foot (10') variance to lot width requirements to allow the division of property in a R-1 Low Density Single Family Residential Zoning District, located at the corner of Hastings and Shirley Dr, Gautier, MS (GPC #26-04-VAR)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consider request for a twenty-foot (20') and ten-foot (10') variance to lot width requirements to allow the division of property in a R-1 Low Density Single Family Residential Zoning District, located at the corner of Hastings and Shirley Dr, Gautier, MS (GPC #26-04-VAR) (PID #85433015.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Planning Department received a request from Tyler Ridgdell, owner of RBI Properties, LLC, located at the corner of Hastings and Shirley Dr, for a twenty-foot (20') variance and ten-foot (10') variance to lot width requirements to split a corner lot in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on January 20, 2026, the Planning Department received a request from the applicant for a twenty-foot (20') variance to lot width on a corner lot and ten-foot (10') variance to lot width requirements to split a corner lot; and

WHEREAS, the applicant would like to split the parcel into two lots, so the corner lot is eighty-foot (80') wide at the front building line and the interior lot is seventy-foot (70') wide at the front building line; and

WHEREAS, pursuant to the Unified Development Ordinance, the minimum lot width for interior lots in a R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is requesting a twenty-foot (20') variance to lot width on a corner lot and ten-foot (10') variance to lot width on the adjoining interior lot; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same; and

WHEREAS, based on the information presented to the Council, 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 variance with the recommendation from the Planning Commission for this request;

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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Babs Logan, Planning Technician
Date:	03/10/2026
Subject:	Consider a request for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The property is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000, (GPC #26-04-VAR)

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision
of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.
The UDO defines **Hardship** as:
Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.
UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
3. That the special conditions and circumstances do not result from actions of the applicant; and
4. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends approval of the Variance as presented.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.5.26 (26-04-VAR)
2. Complete Packet 26-04-VAR

Excerpt from March 5, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a variance to lot width requirements for a proposed lot split. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the proposed corner lot and a **TEN FOOT (10') VARIANCE** is required for the proposed interior lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District at the corner of Hastings Road & Shirley Drive, PID #85433015.000. (GPC #26-04-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He asked the Commissioners to look at Exhibit A, the location map. He explained that the old line in yellow showed the lot split into two lots, but that line is no longer there. Ome time in the past, someone went to the county and dropped that lot line to combine the two lots. Although the map has not been updated, it is now one lot. The applicant wants to split the lot back into two lots but would like to split it in the other direction as shown in his application. If the request is granted and the applicant does get the reduction in lot width approved, he will be required to meet the current R-1 District setbacks.

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning

Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

Chairman Ward asked the applicant to present his case.

Tyler Ridgdell, applicant and owner of RBI Properties LLC, stated that when he purchased the lot the gentleman he had purchased it from told him that it was originally

two lots but he had combined it into one lot because the taxes would be cheaper and he knew he wasn't going to sell the property any time soon. If it had not been changed into one lot Mr. Ridgdell said he probably could have worked with the two original lots. His intention is to build two homes in that area, preferably on the proposed two lots. He was unaware that a corner lot, if you changed the lot line, was now required to be 100' in width, until after he purchased the land. He restructured the lot to turn it back into two lots, but he would only have 80' on the corner lot and still be able to build the house on a corner lot with the original setback guidelines. Originally in that general area the other corner lots are less than 100'. This would not be the only one with less than 100' and would not stand out from the other corner lots in the area.

Chairman Ward noted that on Joy Drive, the next street over, the corner lot was 75'.

Mr. Ankerson said that he could concur that there are several lots in the area that do not meet the current requirements.

Commissioner Canada asked if the smaller lots had been like that for years.

Mr. Ankerson reminded Commissioners that the area was not annexed until 2002, so most of those lots were platted prior to it becoming part of the city. County requirements at that time were most likely different than the City's current requirements.

Commissioner Hudson asked Mr. Ridgdell how long before he planned to build on the lots.

Mr. Ridgdell said he wanted to start building two months ago but he found out he had to get a variance, so he is currently building somewhere else. He said he is completing one house this week and, if the variance is granted, he plans to start building on those two lots within three weeks. He also said that he would not need any variances on setbacks. If allowed to split the lots as proposed, he would be able to meet current setback requirements.

Nathan Noble, who lives across from the subject property, said he has no objection to the request. He said he does take objection to the total demolition of the trees, especially because it is one of the older areas in Gautier. The other thing he wanted to address was a little bit of concern with the contractors mulching and having the mulch going onto his carport, car, and azaleas. He would also like to see the homes with a cottage aesthetic like some of the other houses, because it is one of the older areas.

Mr. Ridgdell said that the mulching Mr. Noble was talking about was not done by him. Anything done thus far was done by a previous owner. The mulching does not pertain to the proposed property.

Chairman Ward said he understands what Mr. Noble is saying about preserving some of the landscape that is there, but he also understands that could become difficult when you are trying to build a house on a lot like that. The only thing he knows of in the

Ordinance that the city can hold someone to from just clear cutting a piece of property is the Protected Tree Ordinance regarding live oaks and magnolias. Some people may question that a smaller corner lot might make it hard to see down the street, but as far as visibility is concerned clearing the lot would only help. The lot is currently wooded, and it is hard to see around the corner because of the trees. There are already corner lots in the area that are 75' wide. There are also 50' wide lots in the same area. The lot would be consistent with the neighborhood or the characteristics of the existing neighborhood.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Buxton made a motion to recommend approval of the Variance as presented.

Commissioner Canada seconded the motion, and the following vote was recorded:

AYES:	**Josh Ward**
	Maurice Hudson
	Robert Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
ABSENT:	**Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 5, 2026

GPC #26-04-VAR

Corner of Hastings Road & Shirley Drive

VII. NEW BUSINESS

1. Consider a request for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The property is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000, (GPC #26-04-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 25, 2026

Subject: Consider a request for a variance to lot width requirements for a proposed lot split. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the proposed corner lot and a **TEN FOOT (10') VARIANCE** is required for the proposed interior lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000. (GPC #26-04-VAR)

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

26-04-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

*Includes $1.00 filing fee per MS Code §25-60-5

Name of Applicant: Tyler Ridgdell

Name of Business: RDI Properties LLC. Phone: 228-217-0405

Property Address: Parcel #8543301S.000 Mailing Address (if Different): 12215 Hwy 57, Vancleave MS, 39565

E-Mail Address: RDI.ms.us@gmail.com

Reason for request, location and intended use of Property: 20' variance to lot width for lot split in R-1

ATTACHMENTS REQUIRED AS APPLICABLE:

_____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

_____ 2. A detailed project narrative.

_____ 3. Copy of protective covenants or deed restrictions, if any.

_____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 5. Any other information requested by the Planning Director.

Signature of Applicant: [signature] Date of Application: 1/20/2026

FOR OFFICE USE ONLY

Date Received 1/20/26 Verify as Complete Scott

Fee Amount Received 176.00 Initials of Employee Receiving Application Labs

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?

   Corner lots require a greater width.

2. Are these special conditions and circumstances a result of your actions? Explain.

   Yes, to be able to build a home and have the required setbacks enforced by the city.

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

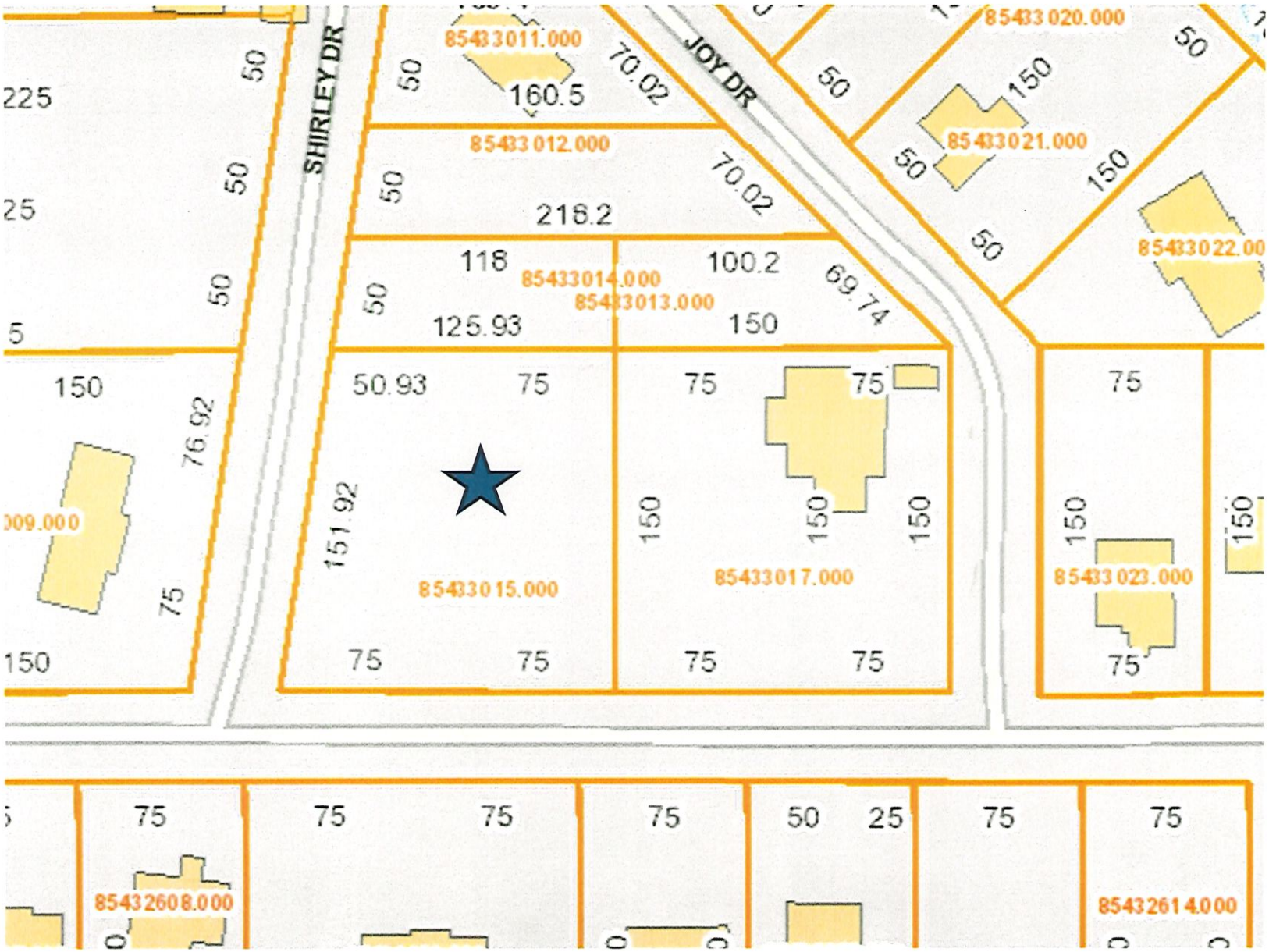
   Corner lots require a greater width.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

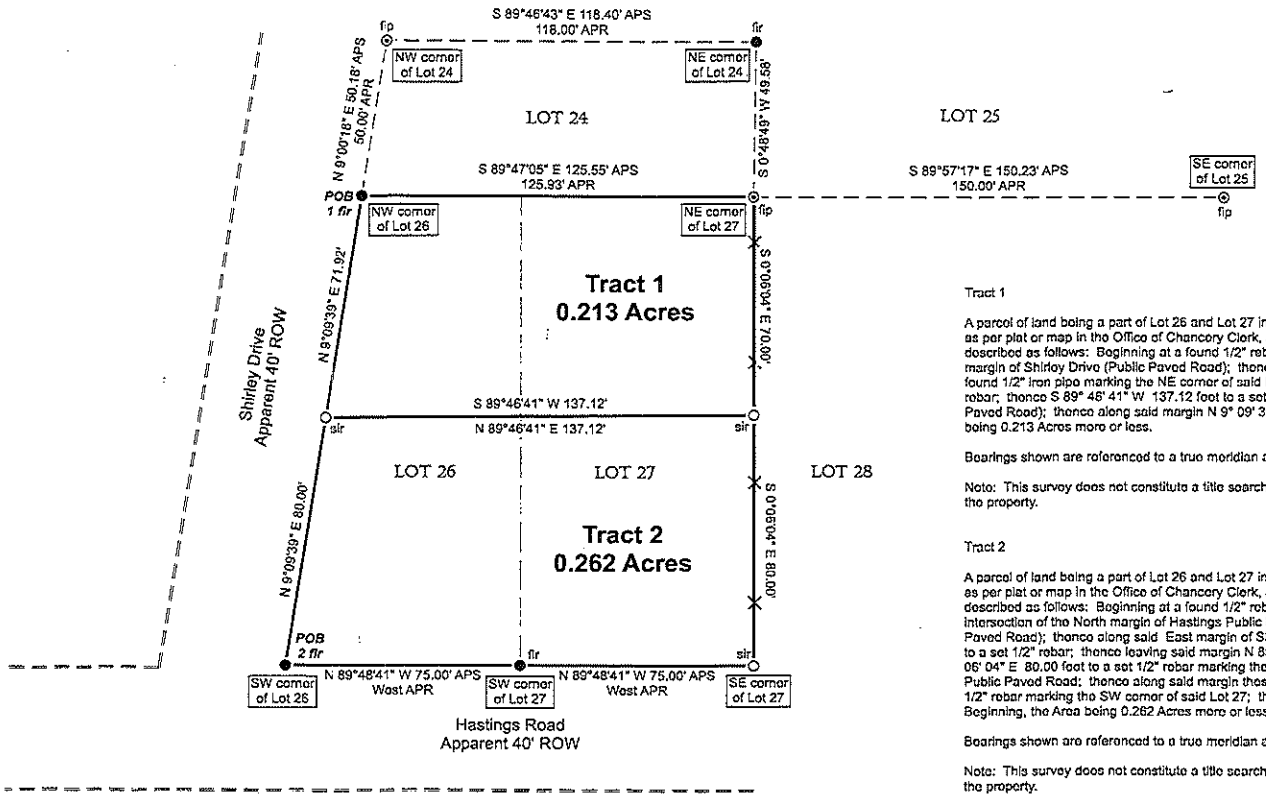
   No.

NARRATIVE

This lot was originally two lots. I would like to make it back into two lots and build two nice homes there to continue to help Gautier thrive.


SHIRLEY DR
JOY DR
85433011.000
85433012.000
85433014.000
85433013.000
85433015.000
85433017.000
85433020.000
85433021.000
85433022.00
85433023.000
85432608.000
85432614.000
160.5
218.2
118
100.2
125.93
50.93
151.92
69.74
70.02
76.92

Amacker Surveying, LLC
41 Meadow Hill, Poplarville, MS 39470
601-550-0050 601-795-5645
bryanamacker@gmail.com
grayson.amacker@gmail.com



0 40'

G. P. S. Geodetic
Class C Survey

Tract 1

A parcel of land being a part of Lot 26 and Lot 27 in the Hastings Singing River Gardens Annex Subdivision, as per plat or map in the Office of Chancery Clerk, Jackson County, Mississippi, and being more particularly described as follows: Beginning at a found 1/2" rebar marking the NW corner of said Lot 26 on the East margin of Shirley Drive (Public Paved Road); thence leaving said margin S 89° 47' 05" E 125.55 feet to a found 1/2" iron pipe marking the NE corner of said Lot 27; thence S 00° 06' 04" E 70.00 feet to a set 1/2" rebar; thence S 89° 46' 41" W 137.12 feet to a set 1/2" rebar on the East margin of Shirley Drive (Public Paved Road); thence along said margin N 9° 09' 39" E 71.92 feet back to the Point of Beginning, the Area being 0.213 Acres more or less.

Bearings shown are referenced to a true meridian as determined by G. P. S. observation (RTK) Solution.

Note: This survey does not constitute a title search. There may be other documents of record that may affect the property.

Tract 2

A parcel of land being a part of Lot 26 and Lot 27 in the Hastings Singing River Gardens Annex Subdivision, as per plat or map in the Office of Chancery Clerk, Jackson County, Mississippi, and being more particularly described as follows: Beginning at a found 1/2" rebar marking the SW corner of said Lot 26 on the intersection of the North margin of Hastings Public Paved Road and the East margin of Shirley Drive (Public Paved Road); thence along said East margin of Shirley Drive (Public Paved Road) N 9° 09' 39" E 80.00 feet to a set 1/2" rebar; thence leaving said margin N 89° 46' 41" E 137.12 feet to a set 1/2" rebar; thence S 00° 06' 04" E 80.00 feet to a set 1/2" rebar marking the SE corner of said Lot 27 on the North margin of Hastings Public Paved Road; thence along said margin these following courses: N 89° 48' 41" W 75.00 feet to a found 1/2" rebar marking the SW corner of said Lot 27; thence N 89° 48' 41" W 75.00 feet back to the Point of Beginning, the Area being 0.262 Acres more or less.

Bearings shown are referenced to a true meridian as determined by G. P. S. observation (RTK) Solution.

Note: This survey does not constitute a title search. There may be other documents of record that may affect the property.

LEGEND

- ○ Set 1/2" Rebar
- ● Found 1/2" Rebar
- ⊙ Found Iron Pipe
- —×— Fence

GEORGE BRYAN AMACKER — LAND SURVEYOR — PLS-3279 — STATE OF MISSISSIPPI

A Survey for RBI Properties LLC

SCALE	DATE	DRAWN BY
40 Ft/In	1/14/2026	GA
JOB	Reference:	
26-008	DB 2225 p. 583	

This map drawn with TRAVERSE PC, Software

26

Traverse PC

(original split) before someone combined lots

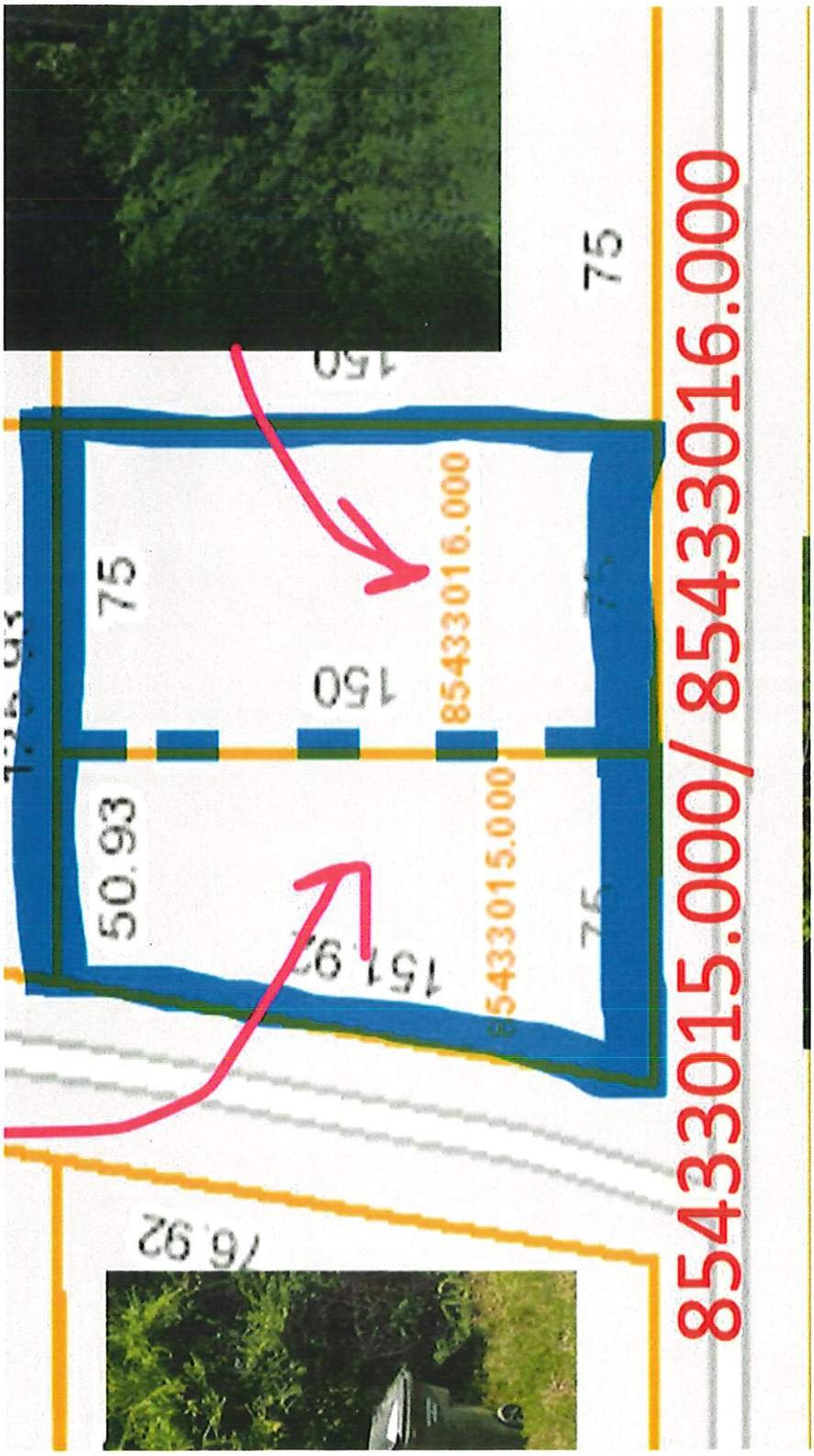


Exhibit A
Location Map



Prepared by:

City of Gautier
Planning Department

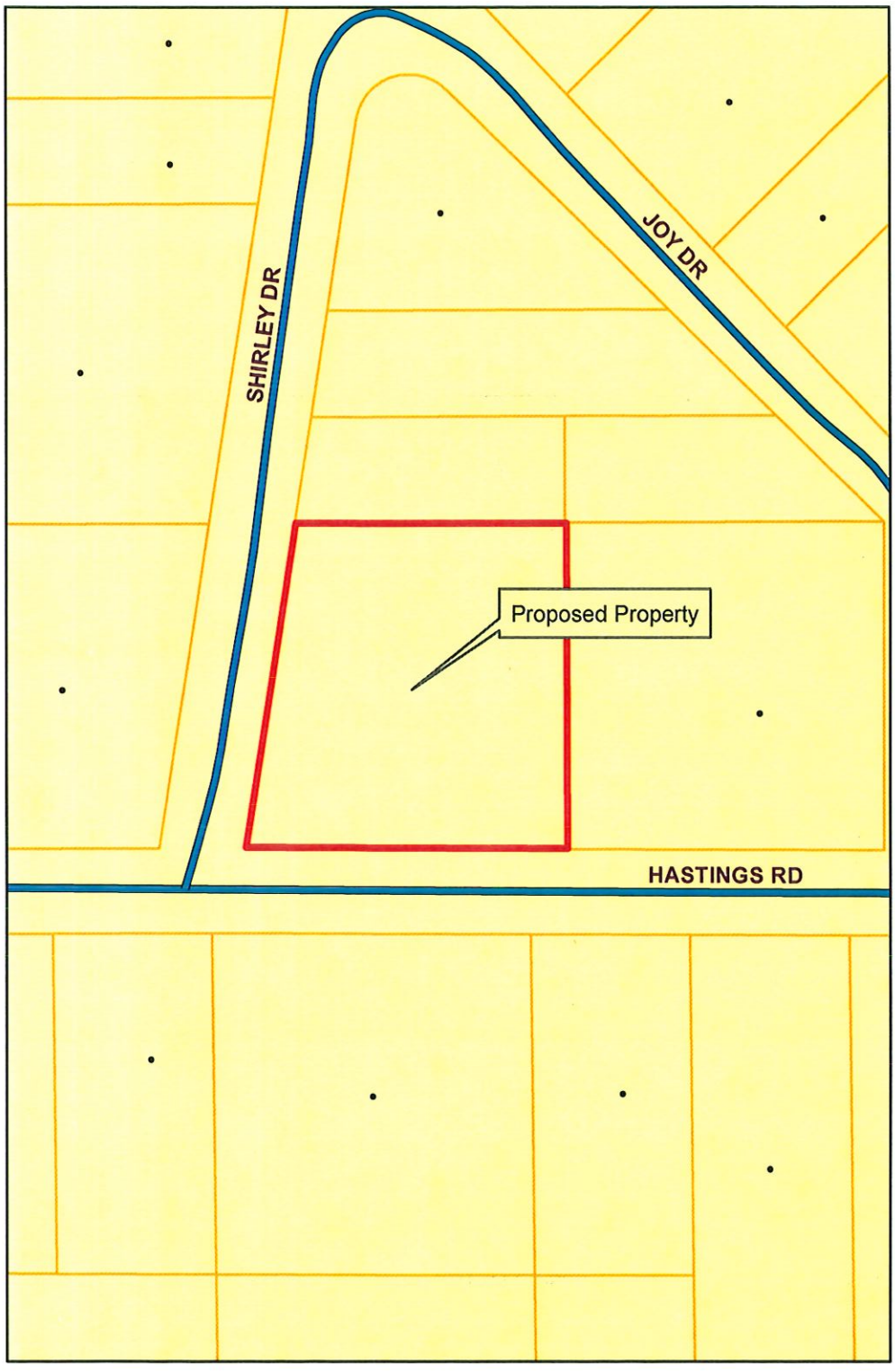


Exhibit B
Existing Zoning



Prepared by:

City of Gautier
Planning Department



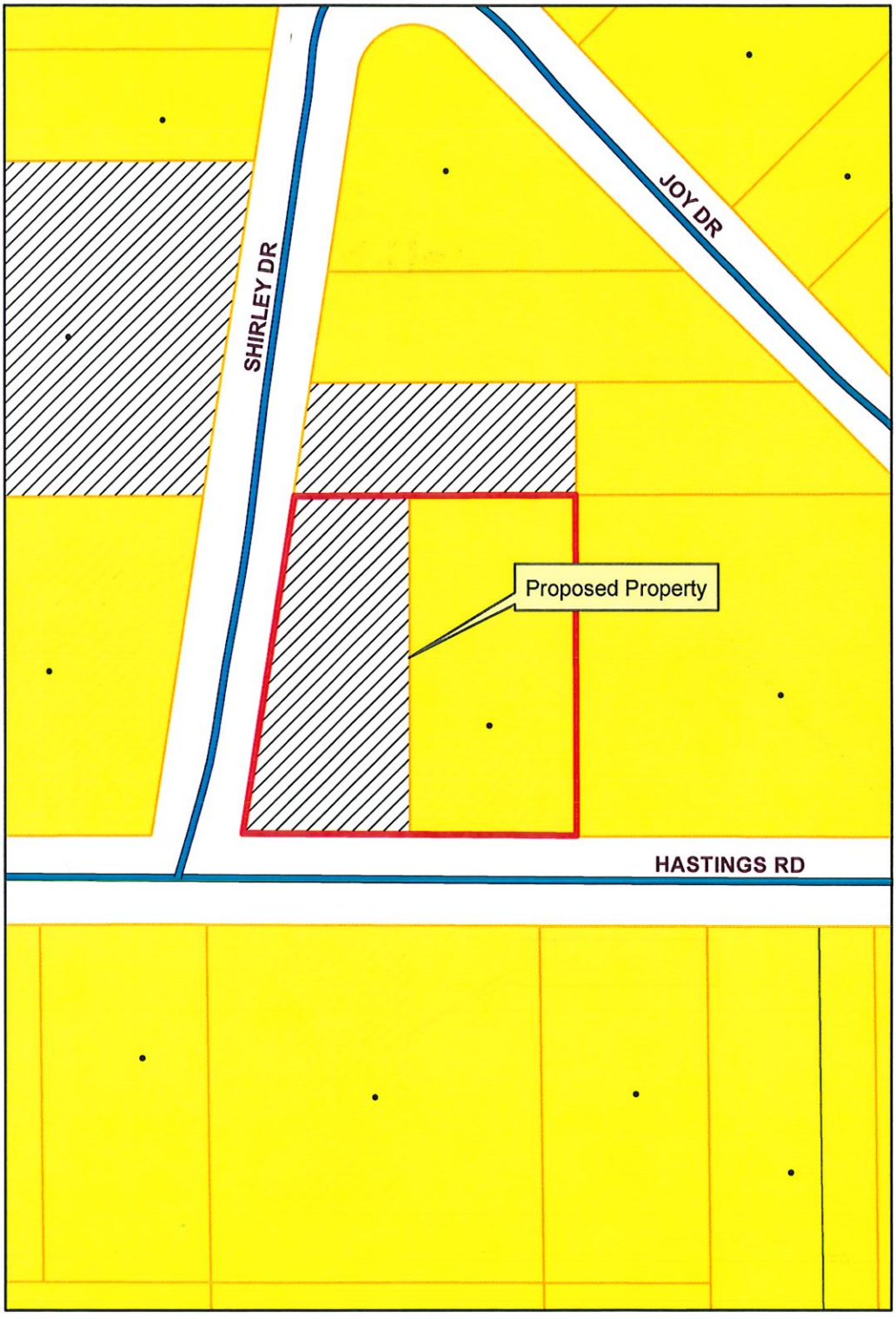
Legend

Zoning

ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

Exhibit D
Future Land-Use



Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single Family Residential Zoning District, located at 4835 Old Spanish Trail, Gautier, MS (GPC #26-05-VAR)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single Family Residential Zoning District, located at 4835 Old Spanish Trail, Gautier, MS (GPC #26-05-VAR) (PID #82438110.075)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Planning Department received a request from Danny Chieh, located 4835 Old Spanish Trail, for a two-foot (2') variance to fence height in a front yard, in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on January 29, 2026, the Planning Department received a request from the applicant for a two-foot (2') variance to fence height in a front yard; and

WHEREAS, the applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and eighty feet (80') in front of his house; and

WHEREAS, pursuant to the Unified Development Ordinance, a fence shall not exceed four feet (4') in height within a designated front yard. The applicant is requesting a two foot (2') variance to fence height within a front yard, due to the property's direct exposure to traffic, headlights, and roadway activity; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same; and

WHEREAS, based on the information presented to the Council, 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 variance with the recommendation from the Planning Commission for this request;

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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Babs Logan, Planning Technician
Date:	03/10/2026
Subject:	Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence across his front yard. The fence would be approximately eighty feet (80') in front of his house and another twenty-two feet (22') from the road. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard. He is asking for the variance due to the property's direct exposure to traffic, vehicle headlights and the roadway activity. He feels the additional height would provide addition safety.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision
of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances"

are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
3. That the special conditions and circumstances do not result from actions of the applicant; and
4. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends approval of the Variance as presented.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.5.26 (26-05-VAR)
2. Complete Packet 26-05-VAR

Excerpt from March 5, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that the fence was already in place.

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence across his front yard. The fence would be approximately eighty feet (80') in front of his house and another twenty-two feet (22') from the road. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard. He is asking for the variance due to the property's direct exposure to traffic, vehicle headlights and the roadway activity. He feels the additional height would provide addition safety.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

> A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

> Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
> (1) the land in question cannot yield a reasonable return if used only
> (a) for a purpose allowed in that zone (applicable to special exceptions), or
> (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
> (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
> (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

Chairman Ward asked the applicant to present his case.

Danny Chieh, the applicant, said he built his house two years ago and is in the process of trying to finish out the landscaping. He didn't realize that the code requirements only allowed a 4' fence in the front yard. It is a metal decorative fence that is completely see-thru. For him to come down to 4' would require quite a bit of cutting and work. His request is to see if he can keep the 6' fence.

Chairman Ward asked if there was a particular reason for going with a 6' fence.

Mr. Chieh said that it looked really good. The front yard is about 300' wide. The fence doesn't seem that high because the property is so large.

Commissioner Canada stated that the house is really nice. The main thing is that you can see in and out as you are backing up.

Evelynn Stephens, who lives just west of his property, said it is a lovely fence, and she is all for young people coming in and beautifying the neighborhood. Although she does feel that the fence is a little high, she does not object to it as it is. She noted that if there were trees there it would be harder to see down the road.

Chairman Ward said there is a really big ditch there and the fence is about 22' off the road so anyone coming out of the driveway should be able to see.

Mr. Ankerson stated that the fence does not offend the site triangle called out in the Ordinance.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Buxton made a motion to recommend approval of the Variance as presented.

Commissioner Hudson seconded the motion, and the following vote was recorded:

AYES:	**Josh Ward**
	Maurice Hudson
	Robert Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
ABSENT:	**Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 5, 2026

GPC #26-05-VAR

4835 Old Spanish Trail

VII. NEW BUSINESS

2. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 25, 2026

Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR)

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence across his front yard. The fence would be approximately eighty feet (80') in front of his house and another twenty-two feet (22') from the road. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard. He is asking for the variance due to the property's direct exposure to traffic, vehicle headlights and the roadway activity. He feels the additional height would provide addition safety.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

> A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing

to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets all "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the variance request as presented;
2. Recommend that City Council approve the variance request with changes; or
3. Recommend that City Council deny variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number: 26-05-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

*Includes $1.00 filing fee per MS Code §25-60-5

Name of Applicant: Danny Chieh

Name of Business: _____ Phone: 2282175078

Property Address: 4835 Old Spanish Trail PID # 82438110.076 Mailing Address (if Different): _____

E-Mail Address: Dannychieh@aol.com

Reason for request, location and intended use of Property: Home - 6' fence in front yard; 2' variance to fence height

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓ 2. A detailed project narrative.

NA 3. Copy of protective covenants or deed restrictions, if any.

NA 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 5. Any other information requested by the Planning Director.

Signature of Applicant: _____ Date of Application: 1-30-2026

FOR OFFICE USE ONLY

Date Received 1/29/26 Verify as Complete BL

Fee Amount Received 176.00 Initials of Employee Receiving Application BL

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?

2. Are these special conditions and circumstances a result of your actions? Explain.

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

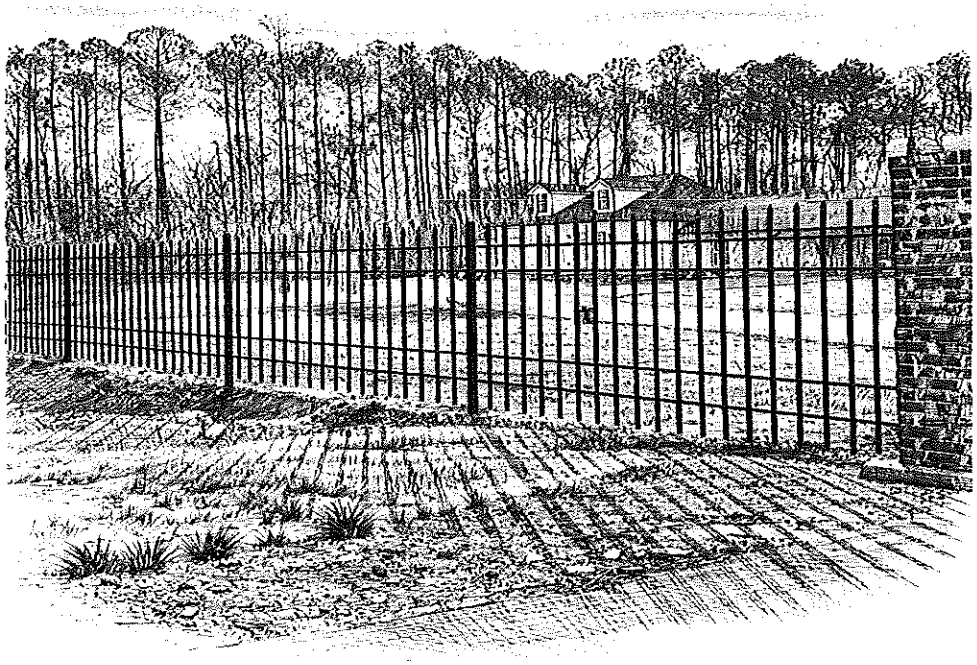
1. The front yard is directly exposed to continuous traffic, headlights, and road noise. The decorative fence was constructed to provide increased safety, privacy, and visual screening while maintaining an attractive appearance consistent with the character of the area. Additionally, the fence is decorative in nature, open-style, and not a solid privacy barrier, which minimizes visual obstruction while still providing functional benefits to the property.

2. No. The special conditions are not the result of the property owner's actions. The location of the property along Old Spanish Trail and the associated traffic conditions existed prior to construction and are unique to the site.
The fence was constructed without knowledge of the specific front-yard height limitation. There was no intent to violate zoning requirements, and Danny is now seeking approval through the proper legal process.

3. Properties on lower-traffic residential streets do not face the same safety, visibility, and exposure concerns. Without the additional height, the property lacks comparable protection and privacy that similarly zoned properties reasonably enjoy.
Granting the variance would allow this property to function similarly to others in the district despite its unique roadway exposure.

4. No. Granting this variance would not confer a special privilege. The request is limited solely to addressing the unique conditions of this property's location along a major roadway.

The fence is decorative, well-maintained, and compatible with surrounding development. Approval would not set an unreasonable precedent, nor would it allow use inconsistent with the zoning district. It would simply provide reasonable relief based on site-specific conditions. Additionally the placement of the fence would not obstruct, place beneath or above any underground utilities or overhead lines



NARRATIVE

1. The subject property is located on Old Spanish Trail in Gautier, Mississippi, a roadway that carries significantly higher traffic volume & speed than a typical residential street.

In an effort to improve safety & define the boundary between the residence & the roadway, a decorative metal fence was installed along the front of the property. The fence is open-style, visually attractive, & consistent with the character of the surrounding area.

At the time of construction, I was not aware that front-yard fencing along this roadway was limited to four feet in height. Upon learning of the requirement, I immediately began the variance process in order to address the matter properly.

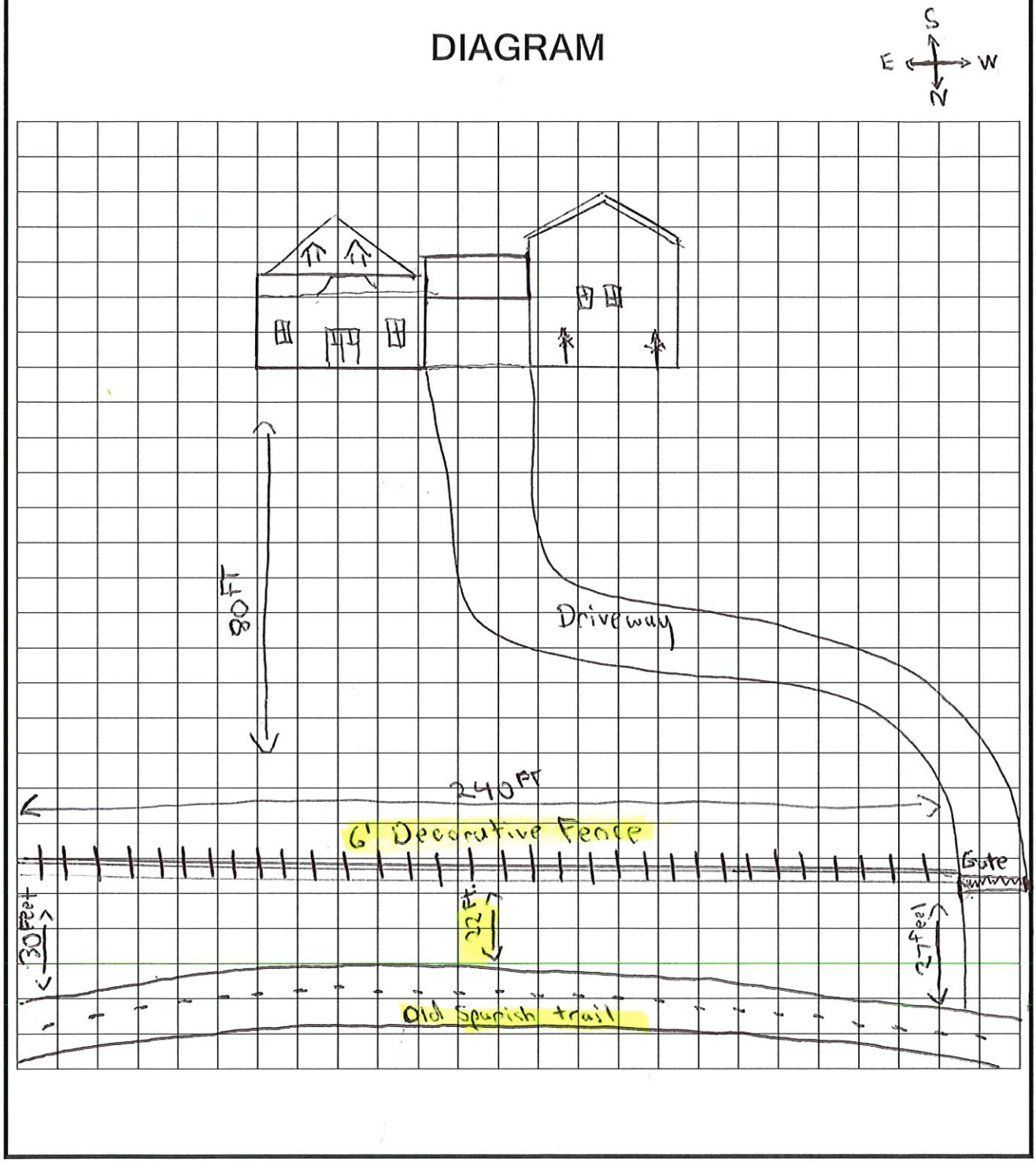
Due to the property's direct exposure to traffic, vehicle headlights, & the roadway activity, the additional height provides meaningful safety benefits. The fence helps establish a clear boundary, reduces headlight glare, & contributes to a safer environment for residents, visitors, & pets.

The requested variance is not intended to create a special ~~privilege~~ privilege, but rather to allow reasonable use of the property in light of its unique location along a major roadway. The fence does not obstruct visibility, is not a solid barrier, & does not negatively impact neighboring properties.

For these reasons, approval of the requested variance would represent a reasonable & practical solution consistent with the intent of the zoning ordinance while addressing the unique conditions of the site.

Additionally the placement of the fence would not obstruct, place beneath or above any underground utilities or overhead lines.

DIAGRAM

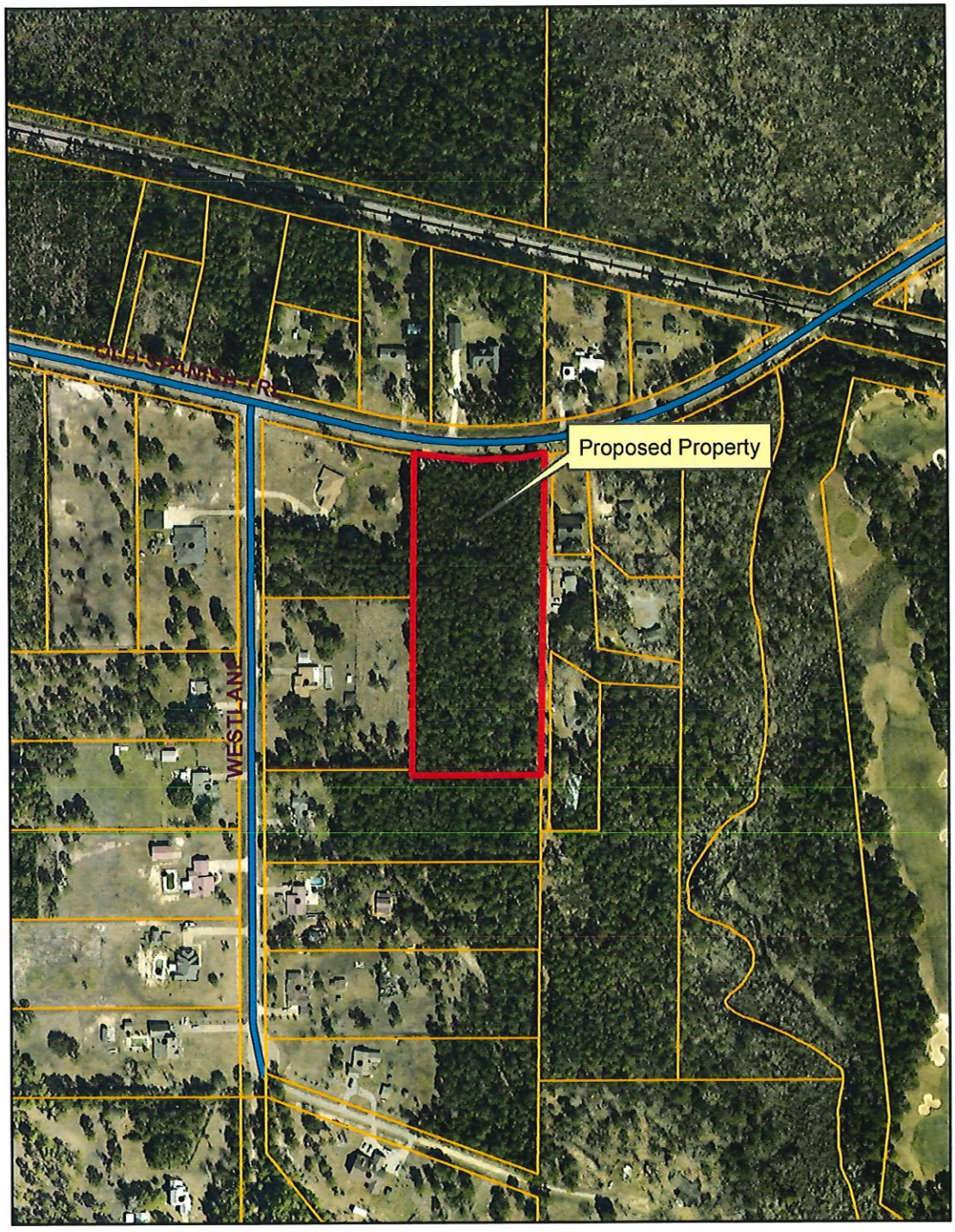

S
E
W
N
80 FT
Driveway
240 FT
6' Decorative Fence
Gate
30 Feet
27 Feet
Old Spanish trail



1835 Old Spanish Trail

Exhibit A
Location Map





Prepared by:

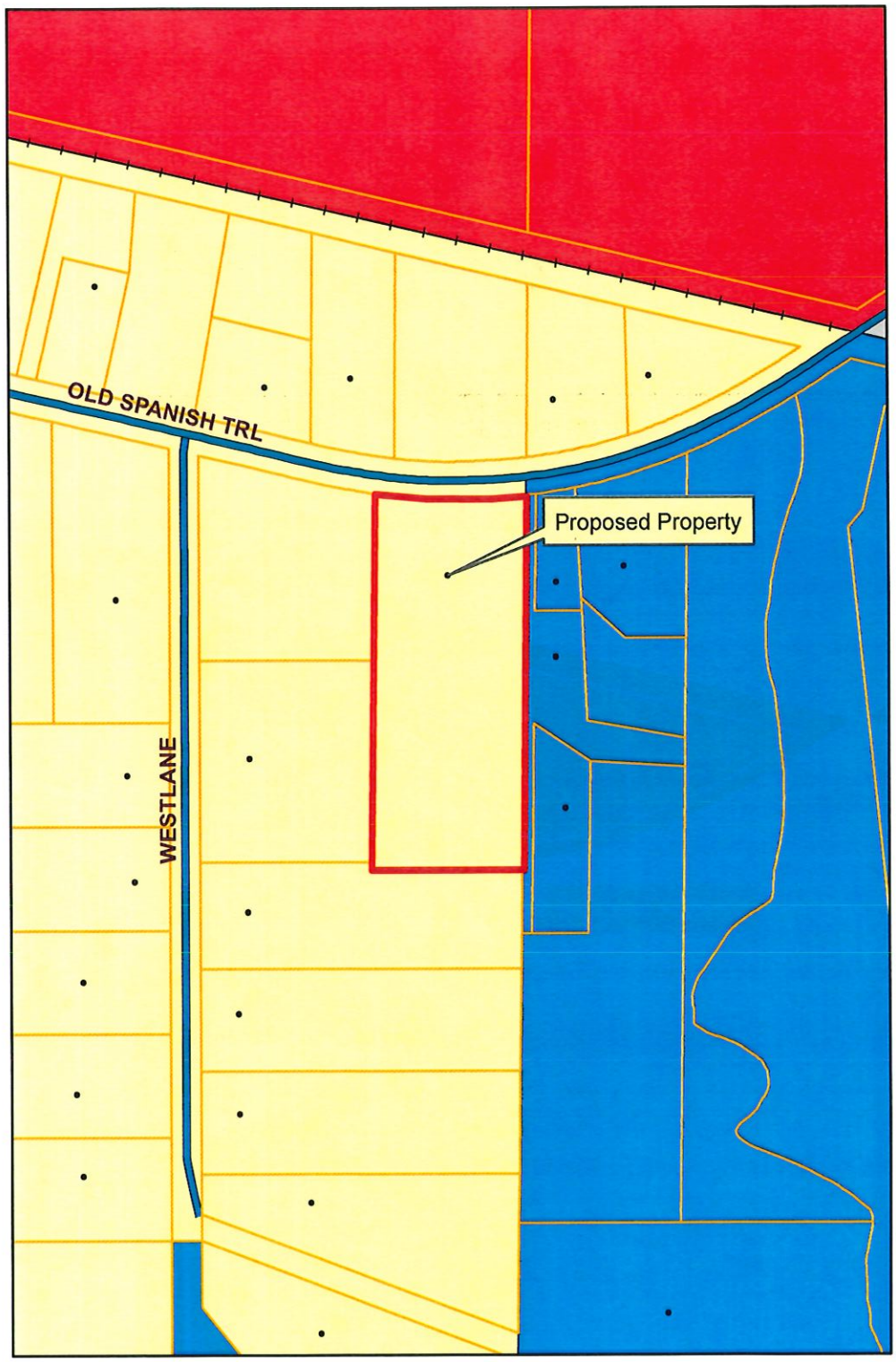
City of Gautier
Planning Department

Exhibit B
Existing Zoning



Prepared by:

City of Gautier
Planning Department



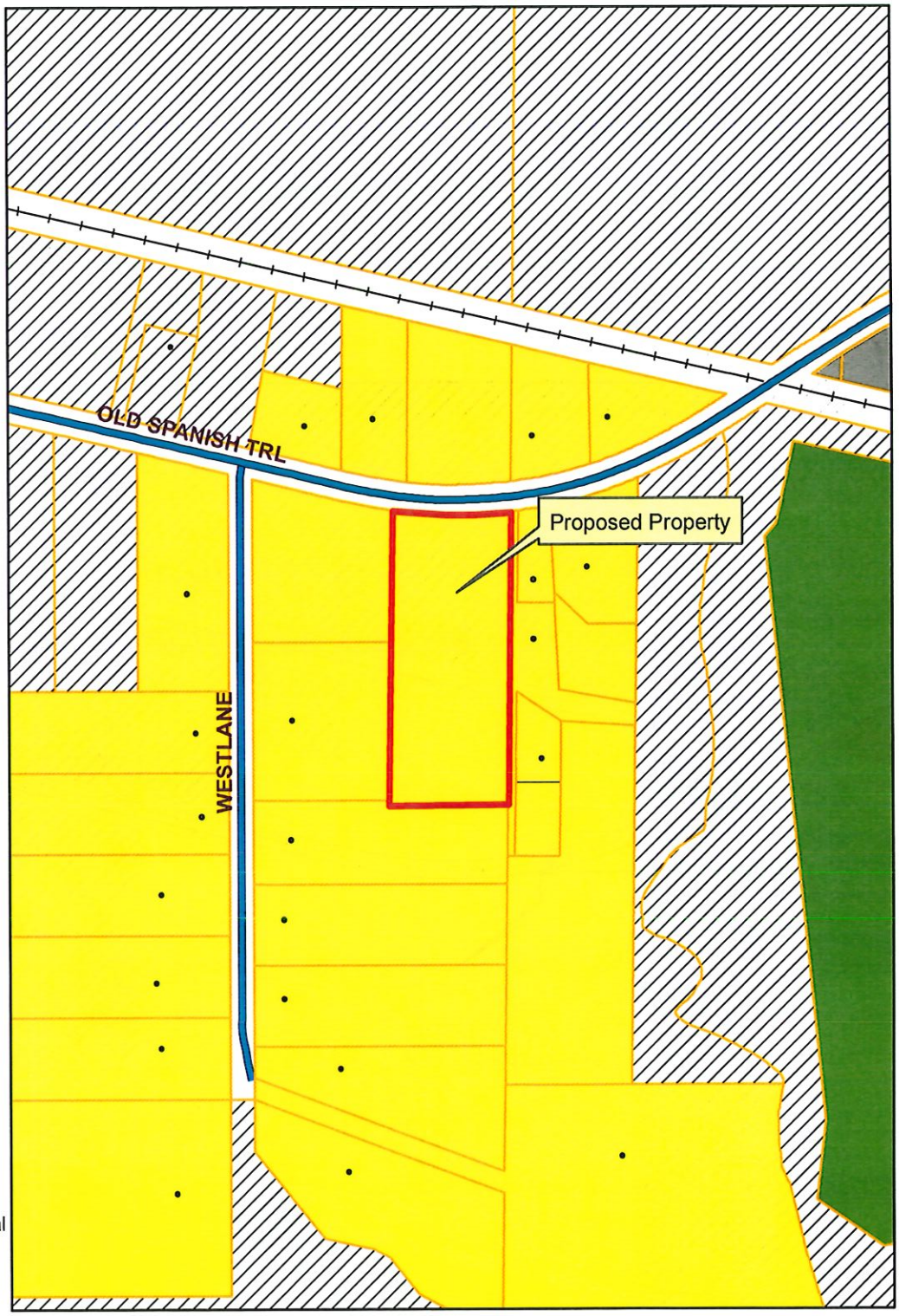
Legend

Zoning

ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department

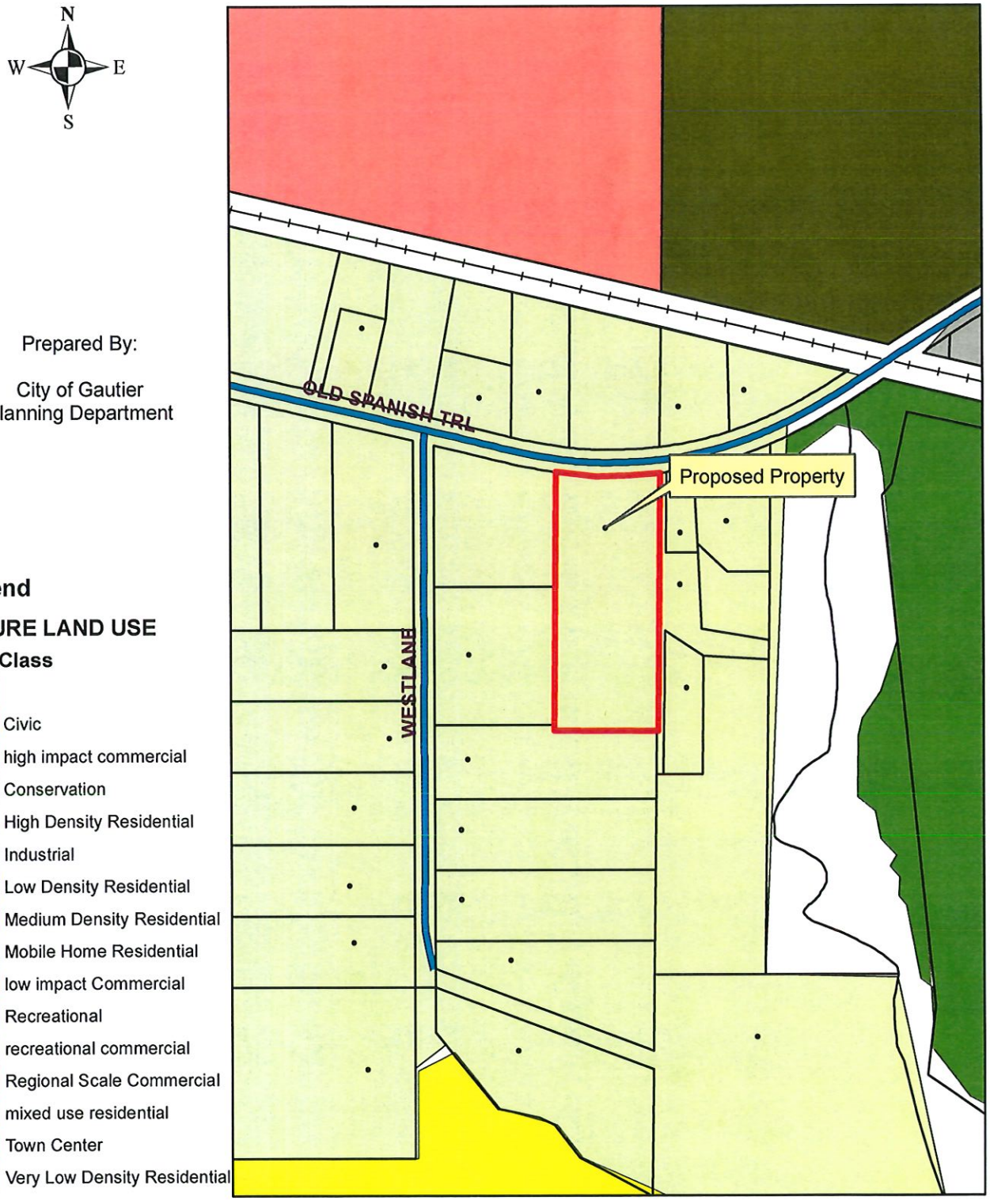
Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

Exhibit D
Future Land-Use



Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**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:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 March 17, 2026.

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADRIANNE CRAWFORD RHOADS	261515	03/17/2026	03/06/2026			1,800.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 PUBLIC DEFENDER: 229359			01052026	02/20/2026			1,800.00
001	BORDIS & DANOS PLLC	261516	03/17/2026	03/06/2026			12,712.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 MAR 2026 RETAINER			153	03/02/2026			11,250.00
	001-060-602 LITIGATION: M BLUFF/GULF BRZ			153	03/02/2026			1,462.20
001	CANNON PAF LLC	261517	03/17/2026	03/06/2026			51.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 OIL PLUGS (6)			251321	12/19/2025			51.90
001	DIRECTV LLC	261518	03/17/2026	03/06/2026			184.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (APR)			X260314	03/14/2026			184.02
001	RELX INC DBA LEXISNEXIS	261519	03/17/2026	03/06/2026			163.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 FEB 2026 4254VNBSY			3096310764	02/28/2026			163.00
001	SPORTSCONDUCTOR LLC DBA JARVIS	261520	03/17/2026	03/06/2026			150.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 2026 SPRING BASEBALL (24)			6630	03/01/2026			94.80
	001-170-503 2026 SPRING SOFTBALL (14)			6630	03/01/2026			55.30
001	WASTE PRO - GAUTIER	261521	03/17/2026	03/06/2026			285.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRASIER PORT O LET 52247			158066	02/28/2026			35.00
	001-170-698 BACOT PORT O LET 55400			158077	02/28/2026			250.00
001	COG 7M BOND ACCT	261523	03/17/2026	03/06/2026			53,969.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 TR MDOT WIRE: FUND 130			03062026	03/06/2026			53,969.01
001	H2O INNOVATION OPERATION & MAINTENANCE	261531	03/17/2026	03/06/2026			31,832.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-672 FEB 2026 MAINT OPS			2026-02	02/28/2026			31,832.51
001	SUN HERALD ADVERTISING	261534	03/17/2026	03/09/2026			75.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-615 PUBLIC NOTICE: GPC 26-04-VAR			IN119240	02/28/2026			28.33
	001-090-615 PUBLIC NOTICE: GPC 26-05-VAR			IN119241	02/28/2026			24.22
	001-040-615 PUBLISH: ORDINANCE 286-2026			IN119242	02/28/2026			23.20
001	ADVANCE AUTO PARTS	261535	03/17/2026	03/09/2026			37.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 DURACELL 2032: GFD			140360486	02/17/2026			6.98
	001-161-638 TERM ASRT; TERM BULLET: E3			140360544	02/23/2026			19.02
	001-161-638 TESTER-CRIMPER KIT: E3			140360544	02/23/2026			11.01

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	261536	03/17/2026	03/09/2026			248.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	WATER CHOCK: TRACTOR	329260	02/10/2026		17.30
001-170-639	COUPLER: TRAILER HITCH	329260	02/10/2026		25.70
001-161-638	HYD HOSE;PWR STR FLUID(2):E1	329285	02/12/2026		94.70
001-161-638	NO SWITCH; NC SWITCH: E1	329285	02/12/2026		31.20
001-161-638	HYD FITTING(6); DRAIN: E1	329312	02/12/2026		14.27
001-161-638	VALVE: E1	329312	02/12/2026		29.05
001-161-638	DSL TREATMENT; FITTING: E1	329321	02/13/2026		36.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTOZONE INC	261537	03/17/2026	03/09/2026			29.47	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	ENERGIZER 2032 2PK: GFD	4907948766	02/06/2026		12.60
001-161-559	KEYLESS REMOTE CASE: GFD	4907948761	02/06/2026		16.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	261538	03/17/2026	03/09/2026			31.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	KEY; IGNITION SWITCH: REC	46030	02/09/2026		31.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	261539	03/17/2026	03/09/2026			51.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FUEL TANK CAP (2): PD UNIT	5087241	02/10/2026		51.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STATE TREASURER	261559	03/17/2026	03/09/2026			6,696.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 COURT ASSESSMENTS	02282026	03/02/2026		6,696.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	261560	03/17/2026	03/09/2026			508.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 SPECIAL ASSESSMENTS	02282026	03/02/2026		508.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	261561	03/17/2026	03/09/2026			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 INTERLOCK FEES	02282026	03/02/2026		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VICTIMS OF HUMAN TRAFFICKING FUND	261562	03/17/2026	03/09/2026			276.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 STATE ASSESSMENTS	02282026	03/02/2026		276.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	261563	03/17/2026	03/09/2026			175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	PLANNING MTG 03/05/2026	MB26016	03/06/2026		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES	261565	03/17/2026	03/09/2026			84.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE:1/26-2/24/26	11000885-1	03/03/2026		84.30

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES	261566	03/17/2026	03/09/2026			80.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	SOUTH FIRE:1/26-2/24/26	11000999-0	03/03/2026		80.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	261568	03/17/2026	03/10/2026			743.09	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-588	CYLINDER RENTAL	5522995147	02/28/2026		743.09

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED	261569	03/17/2026	03/10/2026			54.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-514	DOG FOOD (1)	4904	02/25/2026		54.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	261572	03/17/2026	03/10/2026			1,028.89	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-635	FAST DRY CAULK (2): M SHOP	972791	01/27/2026		9.46
001-205-635	FAST DRY CAULK (2): M SHOP	973407	01/27/2026		9.46
001-170-559	10PK YLW FLAG (2): REC DEPT	974730	01/28/2026		1.86
001-170-559	1000' CAUTION TAPE: REC DEPT	974730	01/28/2026		11.38
001-205-635	BUCKET;FAST DRY CAULK: M SHOP	974851	01/28/2026		13.26
001-161-639	8' DRAIN HOSE: WASH MACHINE	978781	01/29/2026		18.89
001-205-635	8' PRIMED CASING (3): M SHOP	976975	01/29/2026		53.40
001-205-559	MTL PAINT BUCKET: M SHOP	976975	01/29/2026		8.53
001-100-570	6MM MACHINE SCREW 5CT: MCYCLE	978157	01/29/2026		2.36
001-161-638	ELEC TAPE;BUSHING(4): C-33	977781	01/29/2026		6.86
001-161-638	ETN 15A 125V PLUG (4): C-33	977781	01/29/2026		27.28
001-205-586	S40 PVC; S40 ADPTR: 2808 H90	985974	02/02/2026		6.70
001-161-638	20CT SPLT WSHR; 3CT SCREW(4)	986317	02/02/2026		17.02
001-161-638	3H LAMPHLDR CVR(4): C-33	986317	02/02/2026		24.24
001-161-638	12CT SPLT WSHR(2);2CT SCRW(8)	987493	02/02/2026		34.04
001-161-638	7CT BUTT SPLICE(3): C-33	987493	02/02/2026		18.48
001-205-635	2' 17W T8 FL BULB (2): RESTRM	988671	02/03/2026		18.96
001-205-559	3/8" 20G HD STAPLES 1250CT	991927	02/04/2026		4.73
001-170-559	HD COMBO LOCK: BDAVIS RESTRM	990902	02/04/2026		21.36
001-100-559	25" OD EXT CORD (5): GPD	993341	02/05/2026		92.55
001-170-577	PAINT;MIN SPIRITS;BRUSH (3)	993442	02/05/2026		63.28
001-205-635	12OZ MTL PRIMER (3): M SHOP	993865	02/05/2026		22.74
001-161-635	FG PORCELAIN REPR: NFD	995727	02/06/2026		18.98
001-205-635	BOLT;HEX NUT;ROLLER CAGE:MSHOP	995397	02/06/2026		6.71
001-170-577	1G ELEC WP CVR (2): B DAVIS	976219	02/10/2026		11.36
001-170-634	WAX RING (2);NAILS: GM PARK	978753	02/11/2026		16.29
001-100-635	80LB QKRETE (6): PD FENCE	979484	02/11/2026		37.86
001-170-577	1.25" P TRAP: B DAVIS	978026	02/11/2026		5.21
001-170-634	3"DWNSPOUT BAND(3);FASCIA CAP	981334	02/12/2026		29.37
001-170-634	PURPLE PRIMER;3" PVC FLANGE	980794	02/12/2026		35.11
001-170-634	RTN CR: 3" PVC FLANGE	980960	02/12/2026		-25.63
001-170-634	3X4 PVC LONGPT FLANGE: GM PARK	980992	02/12/2026		10.91
001-170-635	7" BLK OD LIGHT(2): B DAVIS	994318	02/17/2026		47.46
001-205-635	DAP SPACKLE 16OZ: M SHOP	994311	02/17/2026		8.06
001-170-639	GAL PREM BAR OIL: CHAIN SAW	995819	02/18/2026		14.23
001-205-559	INSRT NUT 4CT(2);PH SCREW 6CT	995918	02/18/2026		7.08

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	261572	03/17/2026	03/10/2026			1,028.89	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AA WSH/WAX(2);AA WASH(2): FD		977917	02/22/2026		25.38	
	001-161-510	BRUSH;2CT MOP HEAD;EXT POLE		977917	02/22/2026		49.35	
	001-161-559	WHITE LITHIUM GREASE: E6		980668	02/23/2026		9.29	
	001-161-635	SYL 42W CFL SPCLTY BULB: WFD		980781	02/23/2026		12.33	
	001-161-510	3PK RAGS; 32OZ CLR SPRAY		979762	02/23/2026		20.86	
	001-170-577	CAUTN- SFTY TAPE;ROPE: BDAVIS		979776	02/23/2026		30.63	
	001-170-577	GALV SPIKE 12" (8): B DAVIS		979776	02/23/2026		7.44	
	001-170-577	80LB QKRETE (24): B DAVIS		982292	02/24/2026		151.44	
	001-161-559	YL 42W CFL SPCLTY BULB: WFD		982272	02/24/2026		12.33	
001	AUSTIN GRAHAM	261573	03/17/2026	03/10/2026			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIM:STRUCT. RESCUE		03072026	02/26/2026		25.00	
001	TIMOTHY A HERMES	261574	03/17/2026	03/10/2026			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIM:STRUCT. RESCUE		03042026	02/26/2026		25.00	
001	EMILY M CUMBEST	261575	03/17/2026	03/10/2026			732.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	REIM VAN RENTAL: GMYC MML		03092026	03/02/2026		732.78	
001	RJ YOUNG COMPANY LLC	261576	03/17/2026	03/10/2026			351.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV7952645	03/09/2026		351.40	
001	SPARKLIGHT	261579	03/17/2026	03/10/2026			164.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2026:CITY HALL 17254		03042026	03/31/2026		164.55	
001	SPARKLIGHT	261580	03/17/2026	03/10/2026			114.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2026:SR BLDG 48895		03042026	03/31/2026		114.08	
001	SPARKLIGHT	261581	03/17/2026	03/10/2026			154.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	MAR 2026:GARAGE 17239		02162026	03/19/2026		154.00	
001	C SPIRE WIRELESS	261583	03/17/2026	03/10/2026			665.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	02/11/2026		493.30	
	001-100-606	DATE CARDS(5)		0032680896	02/11/2026		172.40	
001	C SPIRE WIRELESS	261584	03/17/2026	03/10/2026			540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	NCIC EQUIP CHG 3000652433		0652433-57	03/01/2026		540.00	
001	C SPIRE WIRELESS	261586	03/17/2026	03/10/2026			1,140.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONES		0030759348	02/28/2026		125.44	
	001-021-605	CITY MGR CELL PHONE		0030759348	02/28/2026		19.73	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	261586	03/17/2026	03/10/2026			1,140.32	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-605	ADMIL CELL PHONE		0030759348	02/28/2026		41.91	
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	02/28/2026		261.35	
	001-090-698	IPAD SERVICE(3)		0030759348	02/28/2026		103.44	
	001-161-605	FIRE CELL PHONES		0030759348	02/28/2026		147.99	
	001-170-605	REC CELL PHONES		0030759348	02/28/2026		256.95	
	001-205-605	MAINT CELL PHONES		0030759348	02/28/2026		124.31	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	02/28/2026		59.20	
001	ELYCE MCCONAGHY	261591	03/17/2026	03/10/2026			425.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	PETTING ZOO 3 HRS: EASTER		00584	03/10/2026		425.00	
001	CINTAS CORPORATION	261592	03/17/2026	03/10/2026			551.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	FEB 04 2026 MAINT		4258476303	02/04/2026		137.82	
	001-205-535	FEB 11 2026 MAINT		4259229287	02/11/2026		137.82	
	001-205-535	FEB 18 2026 MAINT		4259983436	02/18/2026		137.82	
	001-205-535	FEB 25 2026 MAINT		4260767917	02/25/2026		137.82	
001	CREDIT CARD CENTER	261593	03/17/2026	03/10/2026			3,336.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-612	HOTEL-HURR CONF: KING,S		000274	02/06/2026		1,059.55	
	001-090-681	HOTEL-HURR CONF: ANKERSON,S		000282	02/06/2026		1,059.55	
	001-021-681	MEDC WINTER MEET: MOULDS,C		192379	02/09/2026		421.08	
	001-001-681	MEDC WINTER MEET: VAUGHAN,C		192387	02/09/2026		421.08	
	001-161-681	MFSIA REG: LATCH,HILL,HOLLAND		596399	02/27/2026		255.00	
	001-161-682	MFSIA DUES:LATCH,HILL,HOLLAND		596399	02/27/2026		120.00	
001	HOME TEAM TIRE & AUTO SERVICE	261595	03/17/2026	03/11/2026			138.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FLAT REPAIR: #16808		502069	02/04/2026		24.20	
	001-100-638	TIRE PRESS SENSOR: #12075		502074	02/05/2026		89.99	
	001-205-638	FLAT REPAIR: #9415 F150		502129	02/12/2026		24.20	
001	JACKSON COUNTY ADULT DETENTION CENTER	261603	03/17/2026	03/11/2026			5,885.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2026 ADC CHRGS		02282026	03/11/2026		5,885.00	
001	O'REILLY AUTO PARTS	261604	03/17/2026	03/11/2026			1,967.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BATTERY-ENGINE: 10955		1978396689	01/29/2026		129.71	
	001-100-570	BATTERY-LIGHTS: 10955		1978396690	01/29/2026		103.34	
	001-100-570	WIPER BLADE: 12456		1978396768	01/30/2026		11.10	
	001-205-570	HEATER CORE; ANTIFRZ: 31091		1978397067	02/02/2026		85.57	
	001-205-570	6QT OIL; FILTER: 31091		1978397122	02/03/2026		57.48	
	001-205-570	5QT OIL; FILTER: 27032		1978397122	02/03/2026		28.34	
	001-170-638	7QT OIL; FILTER: F350		1978397229	02/04/2026		46.38	
	001-161-638	TIE WRAPS;DOOR ROD CLIP: E2		1978397246	02/04/2026		14.62	
	001-170-638	FRONT BRAKE PADS: 58332		1978397334	02/05/2026		28.99	
	001-170-638	RT CALIPER W/CORE: 58332		1978397380	02/05/2026		131.41	
	001-170-638	LT CALIPER W/CORE: 58332		1978397381	02/05/2026		131.41	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	261604	03/17/2026	03/11/2026			1,967.55	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	RTN CR: CORE-58332	1978397432	02/06/2026		-50.00
001-170-638	RTN CR: CORE-58332	1978397433	02/06/2026		-50.00
001-170-638	HOOD LFT(2);DRAIN PAN(4):58332	1978397436	02/06/2026		55.62
001-205-570	FUEL CAP;WPR BLADE(2): 31091	1978397773	02/09/2026		29.04
001-170-639	BATTERY: MOWER 2	1978397803	02/09/2026		70.38
001-170-639	RTN CR: BATTERY MOWER 2	1978397804	02/09/2026		-70.38
001-170-639	BATTERY: MOWER 2	1978397805	02/09/2026		60.38
001-161-638	6QT OIL; FILTER: 89440	1978397870	02/10/2026		40.44
001-170-639	BATTERY: MOWER 4	1978397896	02/10/2026		60.38
001-161-638	4Q TRNS FLD;HSE CLMP;GSK:E4	1978398008	02/11/2026		49.46
001-205-570	7QT OIL; FLTR: 91642	1978398118	02/12/2026		43.38
001-161-638	12Q OIL; FLTR(2): FD VEHS	1978398144	02/12/2026		76.16
001-170-638	RADIATOR: 03206	1978398678	02/17/2026		214.80
001-170-638	COOLNT CAP; ANTIFRZ: 03206	1978398679	02/17/2026		22.98
001-100-570	SWAY LINK KIT (2): 12459	1978398868	02/19/2026		81.12
001-100-570	SYL CAPSULE (2): PD UNITS	1978398916	02/19/2026		59.74
001-100-570	OIL FILTER: 10136	1978399324	02/23/2026		11.20
001-170-639	1Q OIL: CONCRETE MIXER	1978399347	02/23/2026		6.49
001-161-638	5Q OIL (2): FIRE DEPT	1978399369	02/23/2026		51.98
001-100-570	OIL FILTER: 12164	1978399424	02/24/2026		5.68
001-100-570	ESIM/EVAP PUMP: 19684	1978399446	02/24/2026		25.60
001-100-570	22" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		89.90
001-100-570	21" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		29.90
001-100-570	24" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		29.90
001-100-570	COOLANT CAP: 19684	1978399468	02/24/2026		4.78
001-100-570	CAP/VALVE KIT: 16808	1978399539	02/25/2026		10.78
001-205-570	RR MN SEAL;TRNS SEAL: 170588	1978399540	02/25/2026		24.70
001-205-570	A/T FLTR KIT;6Q TRNSFLD:17058	1978399540	02/25/2026		73.11
001-205-570	WIPER BLD(3);TRIM CARE:PILOT	1978399618	02/25/2026		65.85
001-205-570	RTN CR: A/T FLTR KIT	1978399691	02/26/2026		-16.14
001-205-570	A/T FLTR KIT: 70588	1978399691	02/26/2026		21.25
001-205-570	EXHAUST BOLT KIT: 70588	1978399712	02/26/2026		10.57
001-205-570	6Q OIL;FLTR;2Q TRNSFLD: 70588	1978399768	02/27/2026		60.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	261605	03/17/2026	03/11/2026			1,775.44	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-509	MGRAS THROWS: GMYC	02042026	02/06/2026		258.85
001-001-615	MGRAS THROWS: COUNCIL	02042026	02/06/2026		514.85
001-161-559	MGRAS THROWS: GFD	02052026	02/09/2026		295.28
001-092-606	ONEWAY APP:FEB 2026	02072026	02/09/2026		75.00
001-170-511	SUPPLIES: SR VALENTINES EVENT	02112026	02/12/2026		169.80
001-170-511	DONUTS: SR VALENTINES EVENT	02112026	02/12/2026		53.95
001-205-570	TRNSMSN TRNSAXLE:05 GCHEROKEE	02172026	02/18/2026		204.00
001-170-511	PRIZES: SR BINGO	02172026	02/18/2026		74.25
001-100-559	USB DRIVE: 128GB(1);256GB(1)	02172026	02/18/2026		74.88
001-040-615	FB AD POST: JROBERTS (6)	02182026	02/24/2026		54.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	261606	03/17/2026	03/11/2026			912.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	02172026	02/23/2026		45.78
001-201-633	DOLPHIN ST 94988002	02172026	02/23/2026		50.66

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	261606	03/17/2026	03/11/2026			912.27	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 DOLPHIN ST 94989002			02172026	02/23/2026		79.36	
	001-201-633 DOLPHIN ST 94990002			02172026	02/23/2026		736.47	
001	SINGING RIVER ELECTRIC COOPERATIVE	261607	03/17/2026	03/11/2026			415.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 SPORTS PAVILION 66582005			02172026	02/23/2026		87.86	
	001-170-631 CITY PARK RSTRMS 89912001			02172026	02/23/2026		107.09	
	001-170-631 FRAZIER RSTRMS 98546001			02172026	02/23/2026		97.95	
	001-170-631 SRM VENUE 104312012			02172026	02/23/2026		30.00	
	001-170-631 SRM PW BOX 8 104459007			02172026	02/23/2026		30.00	
	001-170-631 FITNESS TRAIL 109268001			02172026	02/23/2026		32.63	
	001-170-631 DOLPHIN PW BOX 6 110759006			02172026	02/23/2026		30.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	261608	03/17/2026	03/11/2026			1,771.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-631 POLICE STATION 66298004			02172026	02/23/2026		1,393.53	
	001-201-629 SIGNAL LIGHT 89113001			02172026	02/23/2026		69.51	
	001-201-633 STREET LIGHTS 90345002			02172026	02/23/2026		193.89	
	001-092-631 RECORDS BLDG 90790001			02172026	02/23/2026		74.02	
	001-201-633 BELK SIGN 97127001			02172026	02/23/2026		40.19	
001	DAVID FRANKLIN BATES	261609	03/17/2026	03/11/2026			1,450.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 COORDINATOR: WK END 2/9/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 2/16/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 2/23/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 3/02/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 3/09/26			2026-1	03/11/2026		250.00	
	001-170-503 SCHEDULING MEETING: 03/06/26			2026-1	03/11/2026		100.00	
	001-170-503 SCHEDULING MEETING: 03/09/26			2026-1	03/11/2026		100.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	261610	03/17/2026	03/11/2026			857.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 SOUTH FD 76008001			02192026	02/24/2026		261.06	
	001-170-631 BACOT SPLASHPAD 103751001			02192026	02/24/2026		31.49	
	001-170-631 BACOT UPGRADES 113730001			02192026	02/24/2026		63.49	
	001-170-631 BACOT 114484001			02192026	02/24/2026		42.88	
	001-170-631 BACOT LIGHTS 10137			02192026	02/24/2026		346.01	
	001-201-629 SIGNAL LIGHTS 10138			02192026	02/24/2026		112.88	
001	SINGING RIVER ELECTRIC COOPERATIVE	261611	03/17/2026	03/11/2026			1,111.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 WM PAYNE 100245001			02172026	02/23/2026		63.16	
	001-170-631 ROUNDABOUT 102311004			02172026	02/23/2026		30.00	
	001-161-631 BROWN FD 95237002			02152026	02/19/2026		802.24	
	001-161-631 MARTIN BLUFF RD 58380001			02172026	02/20/2026		173.64	
	001-092-631 CITY LIMIT SIGN 17546			02172026	02/20/2026		42.06	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	261612	03/17/2026	03/11/2026			11,028.09	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	02172026	02/23/2026		7,543.31
001-201-633	WM PAYNE 10054-100244008	02172026	02/23/2026		58.55
001-092-631	CITY HALL 10054	02172026	02/23/2026		1,379.10
001-170-631	FRAZIER PARK 10045	02172026	02/23/2026		61.54
001-170-631	SENIOR BLDG 10054	02172026	02/23/2026		374.82
001-161-631	CENTRAL FD 10054	02172026	02/23/2026		309.50
001-092-631	HWY 90 SIGN 10054	02172026	02/23/2026		30.00
001-170-631	CITY PARK 10054	02172026	02/23/2026		250.61
001-092-631	PUBLIC WORKS 10054	02172026	02/23/2026		202.61
001-201-629	SIGNAL LIGHTS 10054	02172026	02/23/2026		818.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	261618	03/17/2026	03/11/2026			3,897.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP70154161	03/09/2026		131.50
001-092-525	UNL FUEL	NP70154161	03/09/2026		38.24
001-100-525	UNL&DSL FUEL	NP70154161	03/09/2026		2,586.77
001-161-525	UNL&DSL FUEL	NP70154161	03/09/2026		648.14
001-170-525	UNL&DSL FUEL	NP70154161	03/09/2026		405.87
001-205-525	UNL FUEL	NP70151464	03/09/2026		86.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	261620	03/17/2026	03/11/2026			2,836.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP70104996	03/02/2026		81.51
001-092-525	UNL FUEL	NP70104996	03/02/2026		76.38
001-100-525	UNL&DSL FUEL	NP70104996	03/02/2026		1,863.25
001-161-525	UNL&DSL FUEL	NP70104996	03/02/2026		533.22
001-170-525	UNL FUEL	NP70104996	03/02/2026		98.20
001-205-525	UNL&DSL FUEL	NP70104996	03/02/2026		184.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	261623	03/17/2026	03/11/2026			599.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-510	CS MFB TOWELS (5)	80161	01/22/2026	260461	139.75
001-161-510	409 SPRAY 32 OZ (4)	80161	01/22/2026	260461	19.96
001-161-510	DAWN DISH DETERGENT (5)	80161	01/22/2026	260461	39.75
001-161-510	PINE SOL 60 OZ (6)	80161	01/22/2026	260461	58.50
001-161-510	BLEACH GAL (6)	80161	01/22/2026	260461	27.95
001-161-510	38X58 BK CAN LINER 100CT (3)	80161	01/22/2026	260461	104.85
001-161-510	WINDEX SPRAY BOTTLE (8)	80161	01/22/2026	260461	42.32
001-161-510	SCOTCH BRITE SPONGE (10)	80161	01/22/2026	260461	8.90
001-161-510	SCOUR PAD (10)	80161	01/22/2026	260461	4.90
001-161-510	COMET POWDER (12)	80161	01/22/2026	260461	20.28
001-170-513	PRE-MIX POPCORN 24CT (3)	80403	03/06/2026	260686	132.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	261624	03/17/2026	03/11/2026			707.36	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	BCARD:PD OFCR NAME/CASE(4000)	6358	01/29/2026	260472	147.00
001-001-559	BUSINESS CARD(250):FULLER,L	6439	03/03/2026	260569	72.00
001-040-500	#9 SECURITY WINDOW ENV (5000)	6454	03/03/2026	260577	488.36

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PUBLIC SECTOR HR ASSOC	261625	03/17/2026	03/11/2026			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FF-EL 102 TEST BOOKLET (10)		14844	02/24/2026	260606	140.00	
	001-022-660	ADMIN FEE		14844	02/24/2026	260606	220.00	
001	BELL AUTO PARTS INC	261626	03/17/2026	03/11/2026			13,279.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	EXMARK LAZER Z S#420233877		46048	02/09/2026	260543	13,279.00	
001	CUSTOM PRODUCTS CORPORATION	261627	03/17/2026	03/11/2026			8,034.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	HEX BOLT 5/16"-18X2-1/2(500)		INV43613	02/02/2026	260515	180.00	
	001-201-565	NYLON WASHER 5/16"-3/4"(500)		INV43613	02/02/2026	260515	55.00	
	001-201-565	WASHER LOCK 5/16" ZINC(500)		INV43613	02/02/2026	260515	35.00	
	001-201-565	NUT HEX 5/16"-18 ZINC NC(500)		INV43613	02/02/2026	260515	55.00	
	001-201-565	SHIPPING: SIGN HARDWARE		INV43613	02/02/2026	260515	29.13	
	001-201-565	12X36 LEFT MARKER (5)		INV44929	02/24/2026	260589	126.80	
	001-201-565	12X36 RIGHT MARKER (5)		INV44929	02/24/2026	260589	126.80	
	001-201-565	30X30 DEAD END (10)		INV44929	02/24/2026	260589	482.50	
	001-201-565	30X30 NO OUTLET (10)		INV44929	02/24/2026	260589	482.50	
	001-201-565	30X30 WINDING ROAD RIGHT (4)		INV44929	02/24/2026	260589	205.00	
	001-201-565	30X30 REVERSE CURVE RIGHT(3)		INV44929	02/24/2026	260589	153.75	
	001-201-565	24X30 SPEED CKD BY RADAR(11)		INV44929	02/24/2026	260589	435.05	
	001-201-565	18X24 SPEED LIMIT 15 (5)		INV44929	02/24/2026	260589	126.80	
	001-201-565	18X24 SPEED LIMIT 20 (6)		INV44929	02/24/2026	260589	152.16	
	001-201-565	18X24 SPEED LIMIT 25 (25)		INV44929	02/24/2026	260589	517.25	
	001-201-565	18X24 SPEED LIMIT 30 (5)		INV44929	02/24/2026	260589	126.80	
	001-201-565	18X24 SPEED LIMIT 35 (5)		INV44929	02/24/2026	260589	126.80	
	001-201-565	24X30 SPEED LIMIT 40 (10)		INV44929	02/24/2026	260589	395.50	
	001-201-565	24X30 SPEED LIMIT 45 (5)		INV44929	02/24/2026	260589	210.85	
	001-201-565	24X30 DO NOT PASS (5)		INV44929	02/24/2026	260589	210.85	
	001-201-565	30X30 STOP AHEAD (3)		INV44929	02/24/2026	260589	181.41	
	001-201-565	30X30 BLIND/WATCH-TRUCKS (2)		INV44929	02/24/2026	260589	147.88	
	001-201-565	36X36 DIVIDED HWY		INV44929	02/24/2026	260589	74.92	
	001-201-565	30X30 LOW CLEARANCE (2)		INV44929	02/24/2026	260589	108.42	
	001-201-565	30X30X30 YIELD (6)		INV44929	02/24/2026	260589	159.90	
	001-201-565	SHIPPING: ASRT ST SFTY SIGN		INV44929	02/24/2026	260589	125.96	
	001-201-565	ASRT STREET NAME SIGNS (71)		INV45188	02/27/2026	260593	2,293.30	
	001-201-565	SHIPPING: CITY WIDE SIGNAGE		INV45188	02/27/2026	260593	90.86	
	001-201-565	BRKT STAND 5.5" CROSS PC(50)		INV45417	03/04/2026	260671	292.50	
	001-201-565	BRKT STAND 5.5" U-CHNNL(50)		INV45417	03/04/2026	260671	275.50	
	001-201-565	SHIPPING: ST SIGN PRTS		INV45417	03/04/2026	260671	50.48	
001	HOME TEAM TIRE & AUTO SERVICE	261630	03/17/2026	03/11/2026			1,900.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TIRE INSTL PKG(4): 89440 F150		502110	02/10/2026	260570	80.00	
	001-161-638	FS DESTINATION(4): 89440 F150		502110	02/10/2026	260570	517.56	
	001-161-638	ALIGNMENT: 89440 F150		502110	02/10/2026	260570	89.99	
	001-161-638	SHOP SUPPLIES: 89440 F150		502110	02/10/2026	260570	13.40	
	001-170-639	OTR GRASS MASTER(3): MOWER		502117	02/11/2026	260575	218.97	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HOME TEAM TIRE & AUTO SERVICE	261630	03/17/2026	03/11/2026			1,900.60	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	CARLISLE TUBE 10/BX: MOWER	502117	02/11/2026	260575	29.99
001-170-639	MS TIRE DISP FEE(3): MOWER	502117	02/11/2026	260575	13.50
001-100-638	FS FIREHAWK TIRE (2): 12459	502176	02/19/2026	260592	250.04
001-100-638	INSTALL PKG: 12459	502176	02/19/2026	260592	51.20
001-100-638	4 WHEEL ALIGNMENT: 12459	502176	02/19/2026	260592	89.99
001-170-639	NHS B ALL TRAIL II(2): GATOR	502270	03/06/2026	260680	279.98
001-170-639	D TL AT489 XD BSW (2): GATOR	502270	03/06/2026	260680	247.98
001-170-639	MS TIRE DISP FEE (4): GATOR	502270	03/06/2026	260680	18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	IMAGES GALORE SIGNS LLC	261633	03/17/2026	03/11/2026			516.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	12" CITY LOGO (10): PLNG/CODE	26.0197	02/23/2026	260602	220.00
001-092-565	8X12 SIGN(9): RESERVED PRKG	26.0212	02/25/2026	260603	180.00
001-205-559	34X22 SIGN:SOUND RIGGING PLAN	26.0217	02/25/2026	260614	80.00
001-205-559	24X10 SOUND LOGO(2): ENC TRLR	26.0218	02/25/2026	260615	36.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	SUN HERALD ADVERTISING	261634	03/17/2026	03/11/2026			436.18

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	BID AD: SSP BATHHOUSE	IN110486	01/31/2026	260352	143.53
001-090-615	GPC 26-01-VAR: RAINTREE	IN110487	01/31/2026	260445	24.35
001-090-615	GPC 26-02-RZ: C BYRD RD	IN110488	01/31/2026	260445	24.35
001-090-615	GPC 26-03-RZ: OLD SPANISH TRL	IN110489	01/31/2026	260445	24.22
001-040-615	BID AD: LARK PARK IMPS	IN119243	02/28/2026	260470	135.29
001-040-615	RFQ AD: SSP RANGER HSE	IN119245	02/28/2026	260583	84.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	FUNTIME EVENT SERVICES	261637	03/17/2026	03/11/2026			5,900.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	INTERMEDIATE SWINGS	21694	03/04/2026	260702	1,675.00
001-170-513	MINDWINDER	21694	03/04/2026	260702	1,675.00
001-170-513	PIRATE'S REVENGE	21694	03/04/2026	260702	1,675.00
001-170-513	CARNIVAL DARTBOARD	21694	03/04/2026	260702	125.00
001-170-513	CARNIVAL BASKETBALL	21694	03/04/2026	260702	125.00
001-170-513	CARNIVAL BANK A BALL	21694	03/04/2026	260702	125.00
001-170-513	DELIVERY CHG: EASTER EVENT	21694	03/04/2026	260702	500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	JAAF LLC	261639	03/17/2026	03/11/2026			172,012.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-740	2026 FORD INTERCEPTOR 77089	F02604	02/27/2026	260117	42,803.00
001-100-740	POLICE WIRE HARNESS CONN	F02604	02/27/2026	260117	200.00
001-100-740	2026 FORD INTERCEPTOR 78516	F02610	02/27/2026	260117	42,803.00
001-100-740	POLICE WIRE HARNESS CONN	F02610	02/27/2026	260117	200.00
001-100-740	2026 FORD INTERCEPTOR 78270	F02629	02/27/2026	260117	42,803.00
001-100-740	POLICE WIRE HARNESS CONN	F02629	02/27/2026	260117	200.00
001-100-740	2026 FORD INTERCEPTOR 77532	F02646	02/27/2026	260117	42,803.00
001-100-740	POLICE WIRE HARNESS CONN	F02646	02/27/2026	260117	200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CITY ELECTRIC SUPPLY CO	261641	03/17/2026	03/11/2026			822.80

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	4'T5 GLASS PC COAT BALLAST(8)	PAS/107556	02/24/2026	260609	116.00
001-161-635	100W MH PULSE STRT MD BASE(10)	PAS/107579	02/25/2026	260611	143.28
001-161-635	100W MH PULSE STRT MD BASE(10)	PAS/107625	02/26/2026	260611	95.52

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	261641	03/17/2026	03/11/2026			822.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	CDM-T 70W/830 G12 T6 C1 (2)	PAS/107626	02/26/2026	260610	118.00
001-161-635	24PK 18W E26 HID RETROFIT(7)	PAS/107705	03/03/2026	260646	350.00

001 THE SOUTHERN CONNECTION POLICE SUPPLIES 261643 03/17/2026 03/11/2026 2,466.36

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	LS ZIP NAVY POLY SHIRT	3439	01/19/2026	260104	74.99
001-100-535	NAVY POLY TROUSER	3439	01/19/2026	260104	79.99
001-100-535	FLEXRS SS NAVY BASE SHIRT (2)	3439	01/19/2026	260104	149.98
001-100-535	FLEXRS TAC NAVY PANT (2)	3439	01/19/2026	260104	178.00
001-100-535	V2 TAC PANT (5)	3439	01/19/2026	260104	349.95
001-100-535	AIRTEK DUTY BELT	3439	01/19/2026	260104	61.79
001-100-535	SPEED ASSAULT BOOTS	3439	01/19/2026	260104	100.00
001-100-535	SS PERFORMANCE POLO (3)	3439	01/19/2026	260104	140.97
001-100-535	GLOCK 17/22 RH BLK HOLSTER	3439	01/19/2026	260104	87.00
001-100-535	LS PERFORMANCE POLO (2)	3439	01/19/2026	260104	99.98
001-100-535	DUTY BOOTS: LT HUDGINS	3408	01/29/2026	260486	100.00
001-100-535	LS POLY SHIRT: NUNEZ	3095	02/20/2026	260422	74.99
001-100-535	4 PK POLY TROUSERS	3095	02/20/2026	260422	74.99
001-100-535	FLEXRS SS SHIRT (3)	3095	02/20/2026	260422	224.97
001-100-535	FLEXRS LS SHIRT (3)	3095	02/20/2026	260422	239.97
001-100-535	FLEXRS TAC PANT (3)	3095	02/20/2026	260422	267.00
001-100-535	DUTY BELT	3095	02/20/2026	260422	61.79
001-100-535	UA ZIP BOOTS	3095	02/20/2026	260422	100.00

001 AMAZON CAPITAL SERVICE 261644 03/17/2026 03/11/2026 481.46

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	DVD: IF (IMAGINARY FRIENDS)	1176PWKL4C	03/02/2026	260622	9.96
001-170-513	DVD: SCOOB	1176PWKL4C	03/02/2026	260622	28.10
001-170-513	DVD: SOUL	1176PWKL4C	03/02/2026	260622	19.64
001-170-503	LINE-UP CARDS 150CT	1176PWKL4C	03/02/2026	260622	14.24
001-170-503	SCOREBOOK BASEBALL (8)	1176PWKL4C	03/02/2026	260622	79.36
001-161-535	FTL NAVY SWEATSHIRT XL	1HKHH1Y9LK	03/04/2026	260648	11.65
001-161-535	FTL NAVY SWEATSHIRT L (2)	1HKHH1Y9LK	03/04/2026	260648	23.30
001-161-535	DELIVERY FEE	1HKHH1Y9LK	03/04/2026	260648	11.23
001-170-511	MR CHIPS BINGO GAME DLX SET	1KXRF6LKDD	03/10/2026	260681	225.99
001-170-511	REUSE BINGO CARDS 25CT	1KXRF6LKDD	03/10/2026	260681	57.99

001 OCCUPATIONAL HEALTH CENTER INC 261647 03/17/2026 03/11/2026 475.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-604	PRE-EMP PHYS: ANDERSON,J	426874	03/03/2026	260605	75.00
001-022-604	QK DRG SCRN: ANDERSON,J	426874	03/03/2026	260605	35.00
001-022-604	PRE-EMP PHYS: BLANQUERA,C	426874	03/03/2026	260590	75.00
001-022-604	QK DRG SCRN: BLANQUERA,C	426874	03/03/2026	260590	35.00
001-100-604	PRE-EMP PHYS: MALONE,A	426874	03/03/2026	260591	75.00
001-100-604	COC DRG SCRN: MALONE,A	426874	03/03/2026	260591	70.00
001-022-604	PRE EMP PHYS: SHAYEGH,L	426874	03/03/2026	260623	75.00
001-022-604	QK DRG SCRN: SHAYEGH,L	426874	03/03/2026	260623	35.00

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CARLOS MOULDS	261651	03/17/2026	03/11/2026			258.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-681	REIM MLG (GYMC-MML): 356M	02282026	03/06/2026		258.10

FUND TOTAL 1 Claims to Checks 66 Total 361,839.17 Manual Held Total 361,839.17

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	GREENAWALT HOSPITALITY LLC	261526	03/17/2026	03/06/2026			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	MAR 2026 SERV FEE		I892	03/01/2026			280.00
004	SPARKLIGHT	261578	03/17/2026	03/10/2026			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	MAR 2026:SOUND 51824		02162026	03/19/2026			2,580.00
004	LOWE'S	261585	03/17/2026	03/10/2026			841.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	.5" HEX NUT (4): WIND SCRN		970708	01/26/2026			2.04
	004-510-586	RTN CR: .5" HEX NUT (4)		970696	01/26/2026			-1.08
	004-510-586	14" CBL TIE; .5" HEX NUT(4)		970577	01/26/2026			19.11
	004-510-586	14" CBL TIE (2): WIND SCRN		986262	02/02/2026			43.66
	004-510-586	11" CBL TIE: WIND SCRN		986569	02/02/2026			18.03
	004-510-559	1000'STRETCH WRAP:CHAIR CARTS		988807	02/03/2026			24.10
	004-510-702	25' EHTERNET CABLE (4)		998781	02/07/2026			98.72
	004-510-702	10CT ETN 15A 125V RECEPT		973576	02/09/2026			6.01
	004-510-702	2G ELEC BOX & COVER (5)		973576	02/09/2026			27.85
	004-510-702	ETN 15A 125V 3W PLUG (5)		973576	02/09/2026			34.10
	004-510-702	250' 300V 12AWG3 POWER CORD		973576	02/09/2026			197.50
	004-510-702	1G GS BOX & SS PLATE (2)		981582	02/12/2026			12.08
	004-510-702	ETN 15A 125V 3W PLUG (2)		982040	02/12/2026			13.64
	004-510-702	ETN 20A 125V 3W PLUG (2)		981631	02/12/2026			14.02
	004-510-559	CM TRADESTCK ROLLING TOOL BOX		998004	02/13/2026			208.05
	004-510-559	CM TOOLBOX		993869	02/17/2026			61.73
	004-510-586	.5"GLV HEX NUT(8): WIND SCRN		999508	02/19/2026			4.08
	004-510-586	18" CBL TIE(4);2PK ROLLER CVR		999135	02/19/2026			43.60
	004-510-586	GORILLA DUCT TAPE: WIND SCRN		999135	02/19/2026			14.23
004	SINGING RIVER ELECTRIC COOPERATIVE	261614	03/17/2026	03/11/2026			1,474.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATER 118241002		03012026	03/06/2026			1,443.08
	004-510-631	GATES 122412001		02172026	02/23/2026			31.64
004	AMAZON CAPITAL SERVICE	261645	03/17/2026	03/11/2026			33.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	WHT NUMBER STICKER 1-50 (5)		1FWDLN9F4N	03/02/2026	260578		27.60
	004-510-559	1" NUMBER STICKER WP 1-100		1FWDLN9F4N	03/02/2026	260578		5.79

FUND TOTAL 4 Claims to Checks 5 Total 5,209.58 Manual Held Total 5,209.58

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	GOODWYN MILLS & CAWOOD INC	261602	03/17/2026	03/11/2026			912.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
030-355-763	CONSTRUCTION DOCS 85.0%	2600828	02/28/2026		912.26

FUND TOTAL 30 Claims to Checks 1 Total 912.26 Manual Held Total 912.26

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	261582	03/17/2026	03/10/2026			896.48	
	Account Number: 156-100-606 — Description: GPD MODEM PLAN(26)FEB 2026 — Invoice #: 02032026 — Date: 03/02/2026 — P.O.: — Amount: 896.48							
156	SUMMIT TOPCO LP	261638	03/17/2026	03/11/2026			3,376.80	
	Account Number: 156-100-799 — Description: REPR PARTS: 12301 — Invoice #: 208103457 — Date: 02/16/2026 — P.O.: 260488 — Amount: 334.80							
	Account Number: 156-100-799 — Description: BODY LABOR 20.40 HRS: 12301 — Invoice #: 208103457 — Date: 02/16/2026 — P.O.: 260488 — Amount: 1,326.00							
	Account Number: 156-100-799 — Description: PAINT LABOR 15.60 HRS: 12301 — Invoice #: 208103457 — Date: 02/16/2026 — P.O.: 260488 — Amount: 1,014.00							
	Account Number: 156-100-799 — Description: PAINT SUPPLIES: 12301 — Invoice #: 208103457 — Date: 02/16/2026 — P.O.: 260488 — Amount: 702.00							
156	POWELL CONSTRUCTION SERVICES INC	261640	03/17/2026	03/11/2026			575.00	
	Account Number: 156-100-799 — Description: INSTL:SIGNAL BTNS OST/LADNIER — Invoice #: 4476 — Date: 03/07/2026 — P.O.: 260534 — Amount: 575.00							
FUND TOTAL 156 Claims	to	Checks	3 Total	4,848.28 Manual		Held	Total	4,848.28

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	261524	03/17/2026	03/06/2026			63,773.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	02252026	02/25/2026		63,773.33

FUND TOTAL 172 Claims to Checks 1 Total 63,773.33 Manual Held Total 63,773.33

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	261525	03/17/2026	03/06/2026			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	FEB 2026 BOX RENTAL		723016	02/28/2026			50.00
176	COCA COLA BOTTLING CO UNITED INC	261558	03/17/2026	03/09/2026			52.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 20OZ DASANI (1)		5134007806	03/06/2026			18.47
	176-170-541	CS 20OZ BARQS (1)		5134007806	03/06/2026			34.40
176	C SPIRE WIRELESS	261587	03/17/2026	03/10/2026			53.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	02/28/2026			53.73
176	LOWE'S	261589	03/17/2026	03/10/2026			23.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	QTR TURN ANGLE VLV: SP RESTRM		976210	02/10/2026			9.29
	176-170-586	TOILET GASKET KIT: SP RESTRM		975127	02/10/2026			14.23
176	SINGING RIVER ELECTRIC COOPERATIVE	261613	03/17/2026	03/11/2026			4,219.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	HOUSE 76855002		02192026	02/24/2026			55.60
	176-170-631	PARK FACILITIES 76854002		02192026	02/24/2026			3,602.51
	176-170-631	DUMP STATION 109931001		02192026	02/24/2026			30.00
	176-170-631	SP WELCOME CENTER 108928002		02192026	02/24/2026			531.70
176	MS MADE SOAP AND CANDLES LLC	261646	03/17/2026	03/11/2026			143.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	BAR SOAP PINE TAR (3)		438	03/03/2026	260657		14.25
	176-170-541	BAR SOAP BUTT NAKED (4)		438	03/03/2026	260657		19.00
	176-170-541	KUDZU BAR SOAP (2)		438	03/03/2026	260657		9.50
	176-170-541	MAGNOLIA BAR SOAP (4)		438	03/03/2026	260657		19.00
	176-170-541	SWEET COTTON BAR SOAP (4)		438	03/03/2026	260657		19.00
	176-170-541	FRESH LINEN 10OZ CANDLE(2)		438	03/03/2026	260657		21.00
	176-170-541	MAGNOLIA 10 OZ CANDLE (2)		438	03/03/2026	260657		21.00
	176-170-541	SWEET COTTON 10OZ CANDLE(2)		438	03/03/2026	260657		21.00

FUND TOTAL 176 Claims to Checks 6 Total 4,543.68 Manual Held Total 4,543.68

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	ALLRED ARCHITECTURAL GROUP PA	261556	03/17/2026	03/09/2026			2,967.70	
	Account Number 309-510-763	Description CONSTRUCTION ADMIN 38.58%		Invoice # 202173-14	Date 03/06/2026	P.O.	Amount 2,967.70	
309	DAN HENSARLING INC	261557	03/17/2026	03/09/2026			302,972.10	
	Account Number 309-510-756	Description MS SONGWRITERS PAC 38.58%		Invoice # 9	Date 03/06/2026	P.O.	Amount 302,972.10	

FUND TOTAL 309 Claims to Checks 2 Total 305,939.80 Manual Held Total 305,939.80

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	RIDGDELL BROS INC	261527	03/17/2026	03/06/2026			2,980.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
310-655-720	CAP PRIVATE WELL: CW WEBB	230085118	03/02/2026			1,500.00
310-655-720	INSTALL SILT FENCE: CW WEBB	230085118	03/02/2026			1,480.00

FUND TOTAL 310 Claims to Checks 1 Total 2,980.00 Manual Held Total 2,980.00

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	261528	03/17/2026	03/06/2026			3,278.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
355-723-763	RFIS & SUBMITTALS	46174	03/06/2026		3,278.75

FUND TOTAL 355 Claims to Checks 1 Total 3,278.75 Manual Held Total 3,278.75

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	261530	03/17/2026	03/06/2026			690.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 BASE RATE: 02/11-03/10/26 277-021126 02/11/2026						685.00	
	400-650-698 PAPER INVOICE FEE 277-021126 02/11/2026						5.00	
400	H2O INNOVATION OPERATION & MAINTENANCE	261532	03/17/2026	03/06/2026			183,082.50	
	400-650-672 FEB 2026 MAINT OPS 2026-02 02/28/2026						183,082.50	
400	MICRO METHODS INC	261533	03/17/2026	03/06/2026			309.00	
	400-651-698 COLIFORM(1): WESTGATE WELL 2602418186 02/25/2026						100.00	
	400-651-698 TSS MONTHLY SAMPLE 2602460186 03/03/2026						75.00	
	400-651-698 COLIFORM(2): STATE/CLEMSON 2603120186 03/05/2026						134.00	
400	HENZE ENTERPRISES INC	261540	03/17/2026	03/09/2026			1,215.00	
	400-651-585 5 CY TOPSOIL: TAP DOLPHIN 34086 03/03/2026						100.00	
	400-651-585 6 CY FILL: TAP ST ANNE 34086 03/03/2026						90.00	
	400-651-585 3 CY TOPSOIL: REPRS/TAPS CW 34086 03/03/2026						60.00	
	400-651-585 8 CY RAP: TAPS ST ANNE/RNTREE 34086 03/03/2026						320.00	
	400-651-585 2 CY FILL: W/S TAPS 34086 03/03/2026						40.00	
	400-651-585 2 CY TOPSOIL: W/S TAPS 34086 03/03/2026						40.00	
	400-651-585 .5 CY RAP: W/S TAPS 34086 03/03/2026						20.00	
	400-651-585 3 CY FILL: WTR LK MILSTEAD 34086 03/03/2026						60.00	
	400-651-683 15 CY FILL:DRAINAGE GRAVELINE 34086 03/03/2026						225.00	
	400-651-585 6CY TOPSOIL: WTR LK GRAVELINE 34086 03/03/2026						120.00	
	400-651-585 6 CY TOPSOIL:SINK HOLE LADNIER 34086 03/03/2026						120.00	
	400-651-585 1 CY TOPSOIL: CW REPRS 34086 03/03/2026						20.00	
400	RJ YOUNG COMPANY LLC	261564	03/17/2026	03/09/2026			235.80	
	400-650-698 UNL-J9T500-01 RENTAL FEE INV7944451 03/02/2026						235.80	
400	ARISTA INFORMATION SYSTEMS INC	261570	03/17/2026	03/10/2026			5,317.53	
	400-650-698 FEB 2026 PRINTING 2067001 0013649 02/28/2026						1,146.50	
	400-650-698 FEB 2026 POSTAGE 2067001 0013649 02/28/2026						4,171.03	
400	COG DEPOSITORY ACCOUNT	261571	03/17/2026	03/10/2026			183,397.54	
	400-000-104 FEB 2026 GARBAGE PMTS 02282026 02/28/2026						183,397.54	
400	C SPIRE WIRELESS	261588	03/17/2026	03/10/2026			581.23	
	400-001-605 COUNCIL CELL PHONES 0030759348 02/28/2026						188.14	
	400-021-605 CITY MGR CELL PHONE 0030759348 02/28/2026						29.60	
	400-040-605 ADMIN CELL PHONE 0030759348 02/28/2026						41.90	
	400-205-605 MAINT CELL PHONES 0030759348 02/28/2026						31.08	
	400-094-605 GRANT-PROJ CELL PHONES 0030759348 02/28/2026						88.79	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	261588	03/17/2026	03/10/2026			581.23	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	CELL PHONES (4)	0030759348	02/28/2026		201.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	261590	03/17/2026	03/10/2026			2,889.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	MIP ADPTR;10'CONN;ELBOW FITG	970734	01/26/2026		29.73
400-651-584	.5" GALV PLUG(7): LS MAINT	972857	01/27/2026		20.51
400-651-581	16OZ PVC CEMENT(8): H57 WELL	972491	01/27/2026		119.20
400-651-584	BLDG MATS: GRAVELINE LS FENCE	975328	01/28/2026		2,245.78
400-651-581	RTN CR: 250W INC BULB(18)	975273	01/28/2026		-204.84
400-651-584	BOLT(50);NUT(100);WASHER(100)	974834	01/28/2026		43.50
400-651-584	BOLT(50)	986119	02/02/2026		16.50
400-651-581	S40 PVC ASRT(9): OFFICE WELL	986982	02/02/2026		29.33
400-651-581	S40 PVC ASRT(4): OFFICE WELL	986507	02/02/2026		12.87
400-651-584	PVC ADPTR;CK VLV: PD LSTN	991335	02/04/2026		28.58
400-651-584	2"LOCKNUT;RED WSHR(4):PD LS	995761	02/06/2026		5.46
400-651-584	ASRT FITTINGS(8);ADHSV: PD LS	995512	02/06/2026		22.74
400-651-584	LED 60W 3000K BULB 16PK:PD LS	995512	02/06/2026		20.88
400-650-559	1"BRUSH(4); 4"SCREWDRIVER(8)	986543	02/10/2026		48.80
400-651-581	10'PIPE;FITTINGS:BARRACUDA TAP	977799	02/11/2026		55.82
400-651-581	10'PIPE(2);FITTINGS:BARRACUDA	977697	02/11/2026		105.97
400-651-584	3"SCREWS;6"SCREWS: GRVLINE LS	997174	02/18/2026		136.78
400-651-584	#8 SCREWS;CORNER TIE(8):GLS	996820	02/18/2026		88.01
400-651-581	20A 125V RECEPT: OFFICE WELL	972037	02/20/2026		21.36
400-651-584	LQ TGHT WHIP KIT: ROLLNG MDWS	971085	02/20/2026		27.55
400-651-584	UBOLT(2);6CT SCREW;5CT NUT	971085	02/20/2026		15.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CREDIT CARD CENTER	261594	03/17/2026	03/10/2026			1,059.55	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-681	HOTEL-HURR CONF: MORGAN,R	000290	02/06/2026		1,059.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261615	03/17/2026	03/11/2026			4,144.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	02192026	02/24/2026		298.70
400-651-631	LIFT STNS 17883	02192026	02/24/2026		1,870.30
400-651-631	LIFT STNS 17884	02192026	02/24/2026		1,071.96
400-651-631	LIFT STNS 114260001	02192026	02/24/2026		903.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261616	03/17/2026	03/11/2026			2,063.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	02172026	02/20/2026		79.03
400-651-631	LIFT STNS 89702001	02172026	02/20/2026		30.00
400-651-631	CITY HALL WELL 114046001	02172026	02/23/2026		1,038.16
400-651-631	CARTER-WTR TNK 109812001	02152026	02/19/2026		31.43
400-651-631	LIFT STNS 20649	02152026	02/19/2026		792.47
400-651-631	LIFT STNS 28779	02152026	02/19/2026		92.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261617	03/17/2026	03/11/2026			6,318.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	02172026	02/23/2026		245.75
400-651-631	WATER WELLS 17882	02172026	02/23/2026		1,771.03
400-651-631	CITY HALL SOUTH 17882	02172026	02/23/2026		1,608.04

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261617	03/17/2026	03/11/2026			6,318.94	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 17882			02172026	02/23/2026		2,694.12	
400	FUELMAN	261619	03/17/2026	03/11/2026			188.93	
	400-650-525 UNL FUEL			NP70154161	03/09/2026		188.93	
400	FUELMAN	261621	03/17/2026	03/11/2026			156.61	
	400-650-525 UNL FUEL			NP70104996	03/02/2026		156.61	
400	AUTO TRUCK AND TRAILER PARTS INC	261622	03/17/2026	03/11/2026			54.00	
	400-651-584 30 NON-DETERGENT OIL(12):LSTN			329553	02/26/2026	260620	54.00	
400	SOUTHERN PIPE & SUPPLY CO INC	261628	03/17/2026	03/11/2026			8,690.14	
	400-651-583 2" S40 PVC 45 DEG ELL (20)			1050352900	02/12/2026	260236	41.49	
	400-651-583 2" S40 PVC 90 DEG ELL (20)			1050352900	02/12/2026	260236	70.60	
	400-651-583 2" S40 PVC FEM ADT (20)			1050352900	02/12/2026	260236	47.20	
	400-651-583 2" S40 PVC MALE ADT (20)			1050352900	02/12/2026	260236	47.80	
	400-651-583 2" S40 PVC SXS CPLG (10)			1050352900	02/12/2026	260236	21.30	
	400-651-583 1" S40 PVC SXSXS TEE (12)			1050352900	02/12/2026	260236	30.84	
	400-651-583 1" S40 PVC 90 DEG ELL (10)			1050352900	02/12/2026	260236	19.30	
	400-651-583 1-1/4 S40 PVC 90 DEG ELL(10)			1050352900	02/12/2026	260236	21.30	
	400-651-583 1-1/4 S40 PVC CPLG (10)			1050352900	02/12/2026	260236	13.10	
	400-651-583 2" S40 PVC 45 DEG ELL(20)			1050352901	02/13/2026	260236	50.71	
	400-651-583 2X1-1/2 PVC RED (20)			1050352901	02/13/2026	260236	35.80	
	400-651-583 1X1-1/2 S40 MALE ADT (20)			1050352901	02/13/2026	260236	55.20	
	400-651-583 2"PVC MALE ADT W/FLO-LOCK(20)			1050352901	02/13/2026	260236	586.00	
	400-651-583 1-1/4 PVC S40 BE PIPE 200'			1076361800	02/11/2026	260555	98.00	
	400-651-583 2" RAMNECK (6)			1076361801	02/12/2026	260555	1,125.00	
	400-651-581 1-1/4 S40 PVC MALE ADT (10)			1078388100	02/20/2026	260587	16.00	
	400-651-581 1-1/4 S40 SXS CHECK VLV(5)			1078388100	02/20/2026	260587	131.00	
	400-651-581 4" HYMAXCS CPLG 2000S (5)			1078388100	02/20/2026	260587	1,751.50	
	400-651-581 2" HYMAXCN CPLG 2000S (8)			1078388100	02/20/2026	260587	1,664.80	
	400-651-709 PLST WTR METER BOX W/LID(72)			1080651700	02/27/2026	260600	1,879.20	
	400-651-583 4" 3034 PVC SEWER WYE (15)			1080654200	02/27/2026	260599	97.80	
	400-651-583 4" 3034 PVC SEWER FEM ADT(20)			1080654200	02/27/2026	260599	90.00	
	400-651-583 4" SDR35 MPT THRD PLUG (20)			1080654200	02/27/2026	260599	58.00	
	400-651-583 2" PVC S40 BE PIPE (300)			1080654200	02/27/2026	260599	237.00	
	400-651-583 4X10 3034 PVC SOLID PIPE(280)			1080654200	02/27/2026	260599	501.20	
400	CONSOLIDATED PIPE & SUPPLY	261629	03/17/2026	03/11/2026			1,980.50	
	400-651-583 4X1 JCM 4040480X09 SADDLE(6)			MS03715585	02/10/2026	260511	382.50	
	400-651-583 6X1 JCM 4040690X09 SADDLE(6)			MS03715585	02/10/2026	260511	408.00	
	400-651-583 6 SDR35 D3034 PVC SWR WYE(10)			MS03715613	02/11/2026	260511	950.00	
	400-651-581 1-1/4 PLMAC PVC GRIP RING(10)			MS03715955	02/24/2026	260556	60.00	
	400-651-581 1"CTS SDR9 HDPE WTR TUBE 300'			MS03716172	03/03/2026	260619	180.00	

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	261631	03/17/2026	03/11/2026			493.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 PVC SW SDR35 CPLG 4" (20)			444055.001	03/06/2026	260672		118.60
	400-651-583 PVC SW SDR35 45 ELL 4" (20)			444055.001	03/06/2026	260672		178.80
	400-651-583 PVC SW SDR35 22.5 ELL 4" (20)			444055.001	03/06/2026	260672		196.40
400	COAST CHLORINATOR & PUMP CO INC	261632	03/17/2026	03/11/2026			7,228.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 STARITE BOOSTER PUMP 2HP			79831	02/23/2026	260536		2,940.00
	400-651-581 20% DISCNT: SPARE WELL PUMP			79831	02/23/2026	260536		-588.00
	400-651-581 STARITE BOOSTER PUMP 1HPL			79832	02/23/2026	260519		2,096.00
	400-651-581 20% DISCNT: SPARE WELL PUMP			79832	02/23/2026	260519		-419.20
	400-651-581 S200 REGULATOR 100PPD:WESTGATE			79944	02/27/2026	260628		3,200.00
400	SUN HERALD ADVERTISING	261635	03/17/2026	03/11/2026			151.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-615 BID AD: WEST PARK DRNG 592			IN119244	02/28/2026	260563		151.06
400	PUCKETT RENTS	261636	03/17/2026	03/11/2026			1,300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 3" WACKER DIAPHRAGM PUMP			1165157000	01/22/2026	260452		1,300.00
400	CITY ELECTRIC SUPPLY CO	261642	03/17/2026	03/11/2026			123.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 250V 100A 5-7/8X1 1/6 RK (3)			PAS/107494	02/20/2026	260596		123.30
400	LYMAN WELL COMPANY	261648	03/17/2026	03/11/2026			18,880.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-712 WOLF 4 STAGE SUB PUMP 20HP			26-014	03/03/2026	260456		6,000.00
	400-651-712 20HP HITACHI 230V MOTOR 3PH			26-014	03/03/2026	260456		4,000.00
	400-651-712 120' #8 FLAT JACK SUB PUMP			26-014	03/03/2026	260456		480.00
	400-651-712 LABOR INSTL EQUIP:WESTGT WELL			26-014	03/03/2026	260456		3,600.00
	400-651-581 LABOR PULL-INSPCT:WESTGT WELL			26-015	03/04/2026	260317		4,800.00
400	J H WRIGHT & ASSOCIATES INC	261649	03/17/2026	03/11/2026			653.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 PMPU PHASE MONITOR(3):UNIVERSI			476258	02/27/2026	260618		490.00
	400-651-581 PMPU PHASE MONITOR:WESTGT WELL			476261	02/27/2026	260617		163.00

FUND TOTAL 400 Claims to Checks 25 Total 431,206.06 Manual Held Total 431,206.06

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	261522	03/17/2026	03/06/2026			175,272.00	_____
	Account Number 404-677-693	Description FEB 2026 RES GARBAGE (6432)		Invoice # 158041	Date 02/28/2026	P.O.	Amount 175,272.00	

FUND TOTAL 404 Claims to Checks 1 Total 175,272.00 Manual Held Total 175,272.00

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	66	Total	361,839.17	Manual	Held	Total	361,839.17
FUND 4	Claims	to	Checks	5	Total	5,209.58	Manual	Held	Total	5,209.58
FUND 30	Claims	to	Checks	1	Total	912.26	Manual	Held	Total	912.26
FUND 156	Claims	to	Checks	3	Total	4,848.28	Manual	Held	Total	4,848.28
FUND 172	Claims	to	Checks	1	Total	63,773.33	Manual	Held	Total	63,773.33
FUND 176	Claims	to	Checks	6	Total	4,543.68	Manual	Held	Total	4,543.68
FUND 309	Claims	to	Checks	2	Total	305,939.80	Manual	Held	Total	305,939.80
FUND 310	Claims	to	Checks	1	Total	2,980.00	Manual	Held	Total	2,980.00
FUND 355	Claims	to	Checks	1	Total	3,278.75	Manual	Held	Total	3,278.75
FUND 400	Claims	to	Checks	25	Total	431,206.06	Manual	Held	Total	431,206.06
FUND 404	Claims	to	Checks	1	Total	175,272.00	Manual	Held	Total	175,272.00
Total for all Funds			Checks	112	Total	1,359,802.91	Manual	Held	Total	1,359,802.91

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Approval of Minutes from the Regular Council Meeting held March 3, 2026**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Regular Council Meeting held March 3, 2026

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 March 3, 2026 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 March 17, 2026.

Tuesday
March 3, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 3, 2026 at 6:30pm in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Council Members Eric Minor, Cameron George, Richard Jackson, Kay Jamison, Lorenzo Fuller, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Josh Danos, City Attorney, and other concerned citizens. Present by teleconference were City Manager, Carlos Moulds and Mayor Casey Vaughan. Mayor Pro-Tem Councilman Jackson presided over the meeting.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 3, 2026 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

1. **City of Gautier's Outdoor Movie Night, featuring Soul, will be Friday, March 6th, starting at 6:30pm at Bacot Park.**
2. **City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.**
3. **Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).**

IV. Presentation Agenda

1. **Arbor Day Proclamation**
2. **Presentation by Gautier High School Alumni Association**

V. Business Agenda

1. **Discuss Jackson County Utility Authority Board Appointment**

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

2. **Approval of the Docket of Claims**

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

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

1. **Approval of Minutes from Recessed Council Meeting held February 17, 2026**

2. **Receive January 2026 Privilege License Reports**

3. **Approval of water and sewer adjustments for February 2026 in the amount of $7,968.17**

4. **Authorization to waive Pavilion rental fee at Bacot Park for Gautier High School Alumni Association's Yard Sale Fundraiser**

5. **Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League**

6. **Authorization to enter a Memorandum of Understanding (MOU) between the Pascagoula-Gautier School District and the City of Gautier Police Department**

7. **Approve the Certificate of Substantial Completion for the Citywide Lift Station Project**

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 March 17, 2026 at 6:30pm
www.gautier-ms.gov

Councilman Jackson called the meeting to order at 6:30pm.

Councilman Fuller made the motion to approve the agenda order with the following revisions:

1. Add Consent Agenda Item 8 - Approval of the Business Service Agreement with Sparklight for the Gautier City Hall Building

2. Add Consent Agenda Item 9 – Approval of the Business Service Agreement with Sparklight for Shepard State Park.

Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Announcements

1. City of Gautier's Outdoor Movie Night, featuring Soul, will be Friday, March 6th, starting at 6:30pm at Bacot Park.

2. City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.

3. Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).

Presentation

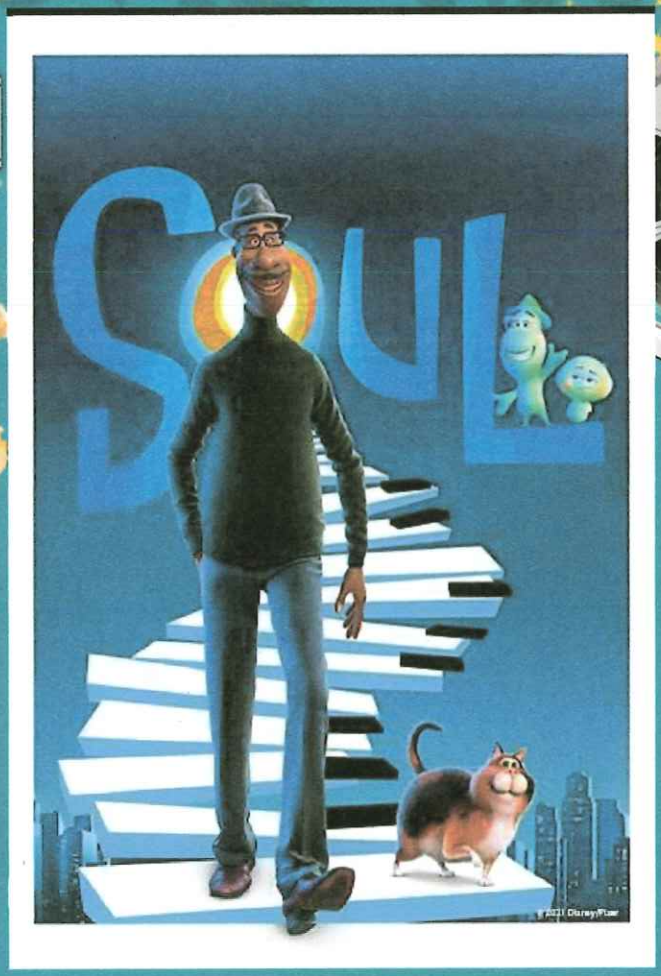
1. Arbor Day Proclamation

2. Presentation by Gautier Alumni High School Association

CITY OF GAUTIER

OUTDOOR MOVIE NIGHT

FREE POPCORN



NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

FRIDAY MARCH 6TH 6:30 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN BACOT PARK 2300 LADNIER RD.



EASTER EGG... VENTURES & FOOD TRUCKS

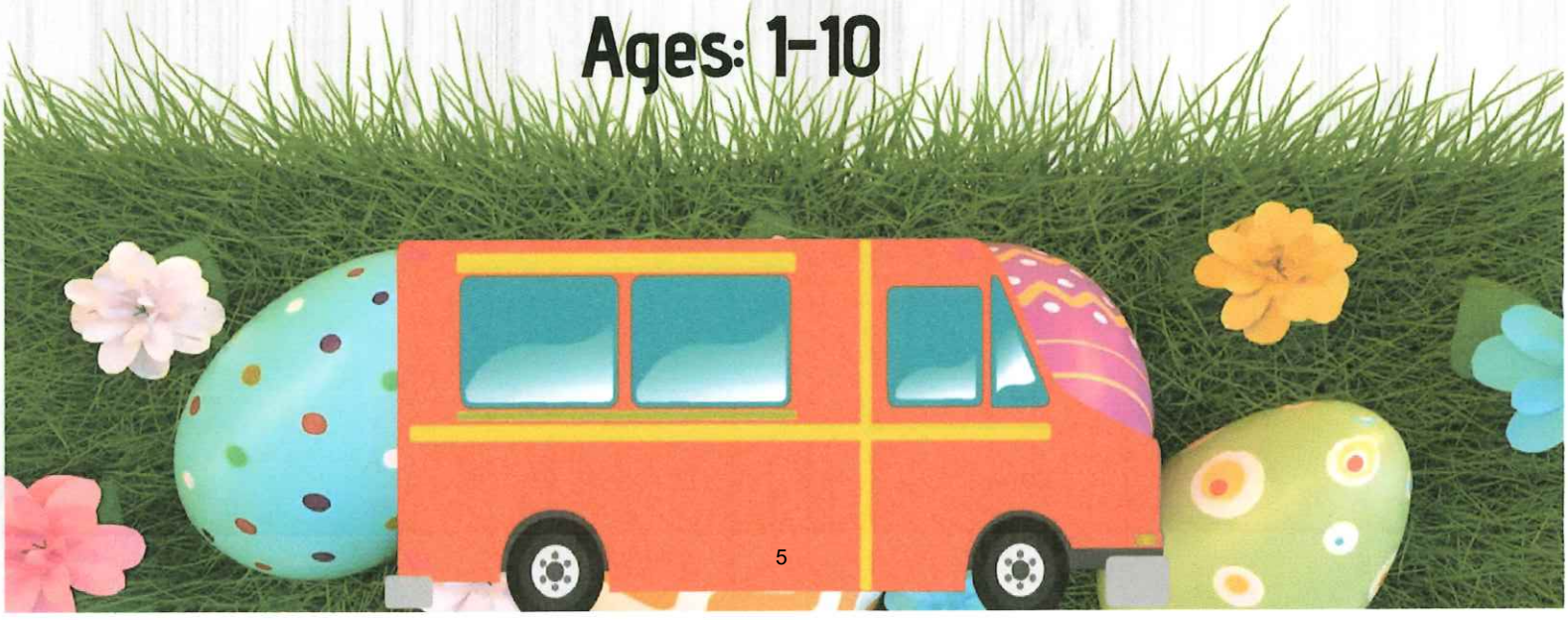
11AM

MARCH 21, 2026

2800 Hwy 90

PETTING ZOO 11-2	EGG HUNT 12 NOON	FOOD TRUCKS 11-2	CARNIVAL RIDES 11-2	FREE FACE PAINTING

Ages: 1-10




NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI
GAUTIER PRESENTS
TASTY
THURSDAY!
4TH
THUR.
11 AM
GOOD EATS
FROM AWESOME
FOOD TRUCKS
SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS

City of Gautier Proclamation
Recognizing Arbor Day

WHEREAS, trees and forest resources are vital to the environmental health, economic vitality, and overall quality of life in the City of Gautier, providing shade, beauty, wildlife habitat, cleaner air, and educational opportunities for our residents; and

WHEREAS, Arbor Day and Tree Planting Week provide an opportunity for community partners, families, civic organizations, and volunteers to come together to celebrate the many benefits of trees and to recognize the beauty and diversity of our native species; and

WHEREAS, the planting and preservation of trees create a lasting legacy for future generations, strengthen our neighborhoods, and reflect our community's commitment to stewardship and sustainability; and

WHEREAS, the City of Gautier Garden Club plays an important role in promoting environmental awareness, beautification efforts, and responsible tree planting throughout our community;

NOW, THEREFORE, BE IT PROCLAIMED, that we, Casey Vaughan, Mayor, and the Gautier City Council of the City of Gautier, Mississippi, do hereby proclaim March 10, 2026, as

ARBOR DAY

and encourage all residents to plant, nurture, and celebrate trees, contributing to a greener and more vibrant community for generations to come.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed this 3rd day of March, 2026.

Casey Vaughan

Casey Vaughan, Mayor

After a discussion was held regarding the Jackson County Utility Authority Board appointee, Councilman Fuller made the motion to appoint Anthony Snow to the Jackson County Utility Authority Board. Councilman Minor seconded the motion. The vote was carried unanimously.

Councilman George made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Fuller 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 035-2026

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 **Councilman George,** seconded by **Councilman Fuller,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

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 March 3, 2026.

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	261397	03/03/2026	02/24/2026			5,426.75	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-606 MAR 2026: MSP COMP/ENDPT DET MSP-129253 03/01/2026							4,343.50
	001-092-606 MAR 2026: MS365 E-74; B-32 129334 03/01/2026							609.70
	001-092-606 MAR 2026: LITIGATN HOLD (17) 129334 03/01/2026							53.55
	001-092-606 MAR 2026: BACKUP SERVER (2) 129354 03/01/2026							420.00
001	BLOSSMAN GAS INC	261399	03/03/2026	02/24/2026			249.56	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-630 87.2 GALS PROPANE: NORTH STN 34884800 02/17/2026							234.57
	001-161-630 COMPLIANCE FEE 34884800 02/17/2026							14.99
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	261400	03/03/2026	02/24/2026			833.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 JAN 2026 CLUB SUPPORT 01312026 02/19/2026							833.33
001	BUTLER SNOW LLP	261401	03/03/2026	02/24/2026			4,959.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-001-688 TC DEVELOPMENT PSA 10514547 02/12/2026							4,959.50
001	MS MUNICIPAL LEAGUE	261402	03/03/2026	02/24/2026			225.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-001-681 NEW TRENDS WEBINAR: FULLER 42485 02/09/2026							75.00
	001-001-681 NEW TRENDS WEBINAR: MINOR 42485 02/09/2026							75.00
	001-001-681 NEW TRENDS WEBINAR: JAMISON 42543 02/20/2026							75.00
001	ALEXIS ZELAYA	261403	03/03/2026	02/24/2026			408.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-681 PER DIEM ADV: USPCA SEMINAR 03092026 02/19/2026							408.00
001	JACKSON COUNTY CHAMBER OF COMMERCE	261404	03/03/2026	02/24/2026			2,500.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-643 MEMBERSHIP DUES: 2026 35340 02/09/2026							2,500.00
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	261405	03/03/2026	02/24/2026			41,129.59	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-680-828 LOAN 1472: RETAIL CENTER 04012025 04/01/2025							41,129.59
001	RIDGDELL BROS INC	261406	03/03/2026	02/24/2026			2,604.99	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-679 MAR 2026 LAWN MNT:HWY 90 INTS 23085085 02/16/2026							983.33
	001-201-679 MAR 2026 LAWN MNT: S HWY 90 23085087 02/16/2026							615.00
	001-092-680 MAR 2026 BED MNT: ENT SIGNS 23085088 02/16/2026							1,006.66
001	GLOBALSTAR	261418	03/03/2026	02/24/2026			104.44	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 107679802 02/16/2026							104.44

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CATALIS COURTS AND LAND RECORDS LLC	261419	03/03/2026	02/24/2026			1,968.23	
	Account Number: 001-010-698 — Description: FEB 2026 COURT SUPPORT — Invoice #: 308369526 — Date: 02/13/2026 — P.O. — Amount: 1,968.23							
001	DEPT PUBLIC SAFETY	261420	03/03/2026	02/24/2026			60.00	
	Account Number: 001-100-699 — Description: ANALYTICAL FEES (JAN 2026) — Invoice #: 90171245 — Date: 02/06/2026 — P.O. — Amount: 60.00							
001	AT&T	261421	03/03/2026	02/24/2026			3,005.44	
	Account Number: 001-092-605 — Description: FEB 2026 BILLING — Invoice #: 2284978000 — Date: 02/14/2026 — P.O. — Amount: 3,005.44							
001	AT&T	261423	03/03/2026	02/24/2026			37.90	
	Account Number: 001-100-699 — Description: NCIC MONITORING — Invoice #: 2284970262 — Date: 02/14/2026 — P.O. — Amount: 37.90							
001	SPARKLIGHT	261427	03/03/2026	02/24/2026			245.88	
	Account Number: 001-170-698 — Description: MAR 2026:BACOT 22221 — Invoice #: 02232026 — Date: 02/19/2026 — P.O. — Amount: 245.88							
001	SPARKLIGHT	261429	03/03/2026	02/24/2026			102.76	
	Account Number: 001-161-698 — Description: MAR 2026:SFD 32212 — Invoice #: 02232026 — Date: 02/19/2026 — P.O. — Amount: 102.76							
001	SPARKLIGHT	261430	03/03/2026	02/24/2026			122.71	
	Account Number: 001-161-698 — Description: MAR 2026:CFD 49000 — Invoice #: 02232026 — Date: 02/19/2026 — P.O. — Amount: 122.71							
001	SPARKLIGHT	261431	03/03/2026	02/24/2026			102.82	
	Account Number: 001-161-698 — Description: MAR 2026:NFD 35678 — Invoice #: 02232026 — Date: 02/19/2026 — P.O. — Amount: 102.82							
001	HENZE ENTERPRISES INC	261436	03/03/2026	02/24/2026			200.00	
	Account Number: 001-201-576 — Description: 5 CY RAP: RHIRAM POTHOLES — Invoice #: 34056 — Date: 02/03/2026 — P.O. — Amount: 200.00							
001	COG ENTERPRISE FUND	261438	03/03/2026	02/24/2026			19,000.00	
	Account Number: 001-000-104 — Description: TR MDEQ WIRE: FUND 363 — Invoice #: 02122026 — Date: 02/12/2026 — P.O. — Amount: 19,000.00							
001	COG 7M BOND ACCT	261440	03/03/2026	02/24/2026			203,413.94	
	Account Number: 001-000-104 — Description: TR MDOT WIRE: FUND 130 — Invoice #: 021320026 — Date: 02/13/2026 — P.O. — Amount: 203,413.94							
001	SEYMOUR ENGINEERING PLLC	261441	03/03/2026	02/25/2026			9,500.00	
	Account Number: 001-090-608 — Description: PLAN REVIEW: MAGNOLIA LANDING — Invoice #: 9691 — Date: 02/24/2026 — P.O. — Amount: 9,500.00							

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	261442	03/03/2026	02/25/2026			164.90	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 UNL-J9T600-01 RENTAL FEE			INV7933948	02/24/2026			164.90
001	FUELMAN	261443	03/03/2026	02/25/2026			2,605.22	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL			NP70011759	02/16/2026			106.43
	001-100-525 UNL&DSL FUEL			NP70011759	02/16/2026			1,753.20
	001-161-525 UNL&DSL FUEL			NP70011759	02/16/2026			474.80
	001-170-525 UNL FUEL			NP70011759	02/16/2026			215.17
	001-205-525 UNL FUEL			NP70011759	02/16/2026			55.62
001	FUELMAN	261445	03/03/2026	02/25/2026			2,640.82	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL			NP70045036	02/23/2026			90.02
	001-100-525 UNL&DSL FUEL			NP70045036	02/23/2026			1,872.41
	001-161-525 UNL&DSL FUEL			NP70045036	02/23/2026			441.55
	001-170-525 UNL FUEL			NP70045036	02/23/2026			206.01
	001-205-525 UNL FUEL			NP70045036	02/23/2026			30.83
001	WARREN PAVING INC	261448	03/03/2026	02/25/2026			184.32	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-576 1.92 TN ASPHALT: ST REPRS			120991	02/12/2026			184.32
001	PHOENIX ENVIRONMENTAL DESIGN INC	261475	03/03/2026	02/26/2026			3,370.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-634 6.8LB ROUNDUP QUIKPRO(20)			CD-008	02/10/2026	260385		2,240.00
	001-170-634 2.5 GAL PRODIAMINE 4L (5)			CD-008	02/10/2026	260385		1,130.00
001	SWEEP MASTERS INC	261476	03/03/2026	02/26/2026			1,750.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-698 STREET SWEEP-CLEAN: MGRAS			20605	02/09/2026	260437		1,750.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	261477	03/03/2026	02/26/2026			1,329.08	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-500 5 SLOT MESH FILE SORTER			6055025698	02/03/2026	260500		25.57
	001-090-500 LTR/LGL FILE BOX 10PK (2)			6055025698	02/03/2026	260500		40.22
	001-090-500 CS 8.5X11 COPY PAPER (5)			6055025698	02/03/2026	260500		212.45
	001-090-500 REMAN HP305A MAG SY			6055025698	02/03/2026	260500		48.33
	001-090-500 REMAN HP305A C/M/Y SY 3PK			6055025698	02/03/2026	260500		130.56
	001-090-500 ASRT FILE FLDR LTR 100PK			6055025698	02/03/2026	260500		16.00
	001-090-500 LTR HANGING FILE FLDR 50PK			6055025698	02/03/2026	260500		23.25
	001-090-500 REMAN HP952 C/M/Y SY 3PK			6055025697	02/03/2026	260500		40.16
	001-090-559 WRLS KEYBOARD & MOUSE			6055096679	02/04/2026	260500		81.99
	001-040-500 CANARY PAPER 8.5X11 500CT			6055832297	02/14/2026	260580		8.81
	001-040-500 BLUE PAPER 8.5X11 500CT			6055832297	02/14/2026	260580		8.74
	001-040-500 WITE OUT CORRCTN TAPE 10PK			6055832297	02/14/2026	260580		14.42
	001-040-500 DAP N SEAL 4PK (3)			6055832297	02/14/2026	260580		19.50
	001-040-500 3X3 STICKY NOTE 12PK			6055832297	02/14/2026	260580		4.07
	001-040-500 LRG BINDER CLIP 1" 12PK (2)			6055832297	02/14/2026	260580		4.38

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	261477	03/03/2026	02/26/2026			1,329.08	(CONTINUED)
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	001-040-500 JUMBO PAPER CLIP 10PK	6055832297	02/14/2026	260580				17.19
	001-022-500 HP 950XL/951 HY B/C/M/Y 4PK	6055832297	02/14/2026	260580				148.08
	001-040-500 BRO TN 770 BLK HY TONER	6055832297	02/14/2026	260580				147.49
	001-040-500 BRO DR-730 DRUM UNIT	6055832297	02/14/2026	260580				117.13
	001-040-500 KRAFT ENVELOPE 9X12 100CT	6055832297	02/14/2026	260580				14.32
	001-040-500 1" 3-RING BINDER GREEN (5)	6055832297	02/14/2026	260580				37.25
	001-040-500 8 TAB INSERT DIVIDER (14)	6055832297	02/14/2026	260580				19.18
	001-040-559 FABRIC SWIVEL DESK CHAIR	6055832297	02/14/2026	260580				149.99
001	AYERS DISTRIBUTING CO	261480	03/03/2026	02/26/2026			1,490.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	001-170-513 1000CT TOY FILLED EGG (5)	3576	01/14/2026	260427				745.00
	001-170-513 1000CT CANDY FILLED EGG (5)	3576	01/14/2026	260427				745.00
001	MES SERVICE COMPANY LLC	261482	03/03/2026	02/26/2026			1,420.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	001-161-639 RESCUE TOOL SERVICE CALL	IN24535397	02/05/2026	260532				100.00
	001-161-639 BATTERY CUTTER SERVICE (2)	IN24535397	02/05/2026	260532				500.00
	001-161-639 BATTERY SPREADER SERVICE (2)	IN24535397	02/05/2026	260532				500.00
	001-161-639 BATTERY RAM SERVICE (2)	IN24535397	02/05/2026	260532				320.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	261483	03/03/2026	02/26/2026			931.76	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	001-100-535 PB GUARDIAN GEN III: CHAPMAN	37802	02/02/2026	260225				266.76
	001-100-535 HI-LITE CARRIER: CHAPMAN	37802	02/02/2026	260225				665.00
001	AMAZON CAPITAL SERVICE	261484	03/03/2026	02/26/2026			2,453.28	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	001-161-535 GILDAN T-SHIRT 3PK XL GRY	13WKRY1FFR	02/17/2026	260561				12.57
	001-161-535 SWEAT PANT L NVY (3)	13WKRY1FFR	02/17/2026	260561				36.60
	001-161-535 HANES MEN SHORT M NVY (6)	13WKRY1FFR	02/17/2026	260561				54.00
	001-161-535 GILDAN T-SHIRT 3PK L GRY (2)	13WKRY1FFR	02/17/2026	260561				23.24
	001-100-559 SWINGLINE STAPLER	1XYTYCN66Q	02/17/2026	260572				37.95
	001-100-559 DISPOSABLE DUSTER (2)	1XYTYCN66Q	02/17/2026	260572				41.98
	001-100-500 PLSTC DESK ORGANIZER 2PK (3)	1XYTYCN66Q	02/17/2026	260572				48.96
	001-100-702 CHARGE GUARD SELECT (4)	1XYTYCN66Q	02/17/2026	260572				309.64
	001-161-703 HGT ADJ 32" DESK CONVERTER	1D99PH7T74	02/17/2026	260573				123.49
	001-161-704 ACER 31.5" FULL HD MONITOR(2)	13WKRY1F6D	02/17/2026	260574				299.98
	001-040-500 USB 32GB FLASH DRIVE 5PK	1HTJMRRW64	02/17/2026	260579				31.99
	001-040-500 HP962 C/M/Y 3PK INK (2)	1HTJMRRW64	02/17/2026	260579				163.20
	001-170-503 PRACTICE BASEBALLS 24CT	164NHLQ7VP	02/18/2026	260582				54.98
	001-170-503 BASEBALL BATTING TEE (3)	164NHLQ7VP	02/18/2026	260582				89.91
	001-090-535 HOODED WORK JACKET XL: PLNG	1GC11JGL6V	02/14/2026	260494				84.99
	001-090-535 IZOD QRTR ZIP GRY L: PLNG	1GC11JGL6V	02/14/2026	260494				44.93
	001-090-500 PADFOLIO BINDER LTHR	1JNTT3HMHK	02/23/2026	260494				28.49
	001-090-500 2026 WKLY PLANNER REFILL	1JNTT3HMHK	02/23/2026	260494				14.95
	001-090-500 2026 MTHLY PLANNER 18 MTH	1JNTT3HMHK	02/23/2026	260494				7.95
	001-090-535 CHAPS QRTR ZIP BLU L: PLNG	1JNTT3HMHK	02/23/2026	260494				30.76
	001-090-535 IZOD LS SHIRT L	1JNTT3HMHK	02/23/2026	260494				28.15
	001-090-535 SHIPPING	1JNTT3HMHK	02/23/2026	260494				7.99
	001-090-535 RTN CR: IZOD LS SHIRT L	197XWGQXRM	02/23/2026	260494				-28.15

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	261484	03/03/2026	02/26/2026			2,453.28	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-535	RTN CR: SHIPPING	197XWGQXRM	02/23/2026	260494	-7.99
001-161-681	ER CARE/TRANSPORT MANUAL(8)	14NJRKDM7D	02/25/2026	260594	912.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	261486	03/03/2026	02/26/2026			1,200.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	DELL PROSLIM W11 PRO: BLEVINS	128997	01/21/2026	260425	1,200.81

FUND TOTAL 1 Claims to Checks 34 Total 315,741.03 Manual Held Total 315,741.03

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	RIDGDELL BROS INC	261407	03/03/2026	02/24/2026			5,140.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	MAR 2026 LAWN MNT: SOUND		23085086	02/16/2026			3,695.83
	004-510-699	MAR 2026 GNAT-INSECT APPL		23085089	02/16/2026			267.00
	004-510-680	MAR 2026 CHEMICAL APP: SOUND		23085090	02/16/2026			1,177.91
004	MISSISSIPPI POWER	261408	03/03/2026	02/24/2026			4,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-628	FEB 2026 LEASE: SOUND		0945635021	02/18/2026			4,972.00
004	SWEETWATER SOUND HOLDINGS LLC	261479	03/03/2026	02/26/2026			2,333.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-702	BLU LINE SHIELD CAT 5E CABLE		49054147	02/10/2026	260566		284.95
	004-510-702	TS 12" 2W STAGE MONITOR (3)		49054147	02/10/2026	260566		2,049.00
004	AMAZON CAPITAL SERVICE	261485	03/03/2026	02/26/2026			206.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-702	XLR MIC CABLE 10' 4PK		1CF9MD134F	02/17/2026	260565		32.69
	004-510-702	100' XLR MIC CABLE 2PK		1CF9MD134F	02/17/2026	260565		66.39
	004-510-702	50' XLR MIC CABLE 2PK (2)		1CF9MD134F	02/17/2026	260565		77.98
	004-510-559	2400CT EVENT PAPER WRISTBAND		14NJRKDM6H	02/25/2026	260601		28.99
FUND TOTAL	4 Claims	to	Checks	4 Total	12,652.74	Manual	Held	Total 12,652.74

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	GOODWYN MILLS & CAWOOD INC	261417	03/03/2026	02/24/2026			2,280.66	

Account Number	Description	Invoice #	Date	P.O.	Amount	
030-355-763	CONSTRUCTION DOCS 75.0%	2600140	01/31/2026		2,280.66	2,280.66

FUND TOTAL 30 Claims to Checks 1 Total 2,280.66 Manual Held Total 2,280.66

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	SEYMOUR ENGINEERING PLLC	261450	03/03/2026	02/25/2026			3,850.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
130-130-763	PROJECT OVERSIGHT: MBLUFF RD	9689	02/24/2026		3,850.00	

FUND TOTAL 130 Claims to Checks 1 Total 3,850.00 Manual Held Total 3,850.00

17

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	261454	03/03/2026	02/25/2026			3,050.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
171-176-762	BIDDING 50%: SP BATH HSE	9688	02/24/2026		3,050.00	3,050.00

FUND TOTAL 171 Claims to Checks 1 Total 3,050.00 Manual Held Total 3,050.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
175	INTERNATIONAL MOUNTAIN BICYCLING ASSOC	261449	03/03/2026	02/25/2026			11,340.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
175-300-762	TS PLNG & DESIGN TASK 3	16210	01/31/2026		11,340.00	11,340.00

FUND TOTAL 175 Claims to Checks 1 Total 11,340.00 Manual Held Total 11,340.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	261409	03/03/2026	02/24/2026			722.20	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 HOSTING FEE FEB 2026 4221 02/15/2026							52.20
	176-170-699 SHOPPING CART 4221 02/15/2026							320.00
	176-170-699 WEBSITE MAINT 01/15-02/14/26 4221 02/15/2026							350.00
176	A 1 TERMITE AND PEST CONTROL	261410	03/03/2026	02/24/2026			240.00	
	176-170-699 RENEW CONTROL ONLY: LOG CBN 28663 02/11/2026							240.00
176	AT&T	261424	03/03/2026	02/24/2026			116.16	
	176-170-605 MTHLY SERV 2 LINES 2284972244 02/14/2026							116.16
176	SPARKLIGHT	261428	03/03/2026	02/24/2026			132.75	
	176-170-699 MAR 2026:SSP 50008 02232026 02/19/2026							132.75
176	SPARKLIGHT	261432	03/03/2026	02/24/2026			230.44	
	176-170-699 MAR 206:SSP 50016 02202026 02/16/2026							230.44
176	ACE CONTRACTORS INC	261455	03/03/2026	02/25/2026			300.00	
	176-170-586 ELEC PANEL REPR: SITE 23 2302 02/16/2026							300.00
176	SHERWIN-WILLIAMS COMPANY	261471	03/03/2026	02/26/2026			1,476.15	
	176-170-635 LATITUDE EXT SA EW 5GAL (3) 4281416397 01/27/2026 260473							816.75
	176-170-635 LATITUDE EXT SA UD 5GAL (1) 4281416397 01/27/2026 260473							272.25
	176-170-635 LATITUDE EXT SA EW 1GAL (2) 1446116413 02/09/2026 260473							114.90
	176-170-635 LATITUDE EXT SA EW 5GAL (1) 1530216413 02/12/2026 260473							272.25
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	261478	03/03/2026	02/26/2026			370.57	
	176-170-500 2026 AAG MTHLY PLANNER 8X12 6055096680 02/04/2026 260541							11.07
	176-170-500 3X3 POP UP STICKY NOTES 6PK 6055096680 02/04/2026 260541							11.48
	176-170-500 1 SUB NOTEBOOK 6PK 6055096680 02/04/2026 260541							8.45
	176-170-500 LT Z150 COMPUTER SPEAKERS 6055096680 02/04/2026 260541							37.09
	176-170-500 HP910XL B/C/M/Y INK 4PK 6055096681 02/04/2026 260541							106.89
	176-170-500 2 SUB PCKT NOTEBOOK 6X9 (2) 6055096681 02/04/2026 260541							21.38
	176-170-500 TR STENO PAD 6X9 12CT (2) 6055585439 02/11/2026 260564							81.10
	176-170-500 1 SUB NOTEBOOK 6PK 6055585439 02/11/2026 260564							11.31
	176-170-500 UNIBALL RETRACT GEL PEN 12CT 6055585439 02/11/2026 260564							11.77
	176-170-500 3X3 POP-UP STICKY NOTE 18PK 6055585439 02/11/2026 260564							9.07
	176-170-500 2-PART RECEIPT BOOK (6) 6055585439 02/11/2026 260564							60.96

FUND TOTAL 176 Claims to Checks 8 Total 3,588.27 Manual Held Total 3,588.27

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	RIDGDELL BROS INC	261474	03/03/2026	02/26/2026			9,850.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
310-655-720	CAR WASH DEMO: CW WEBB	23085108	12/24/2026	260585	9,850.00	9,850.00

FUND TOTAL 310 Claims to Checks 1 Total 9,850.00 Manual Held Total 9,850.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
314	SEYMOUR ENGINEERING PLLC	261451	03/03/2026	02/25/2026			15,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
314-301-762	TO 1 PROJ ADM/MGT: CSX PROJ	9690	02/24/2026		15,000.00	

FUND TOTAL 314 Claims to Checks 1 Total 15,000.00 Manual Held Total 15,000.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	AIR MASTERS MECHANICAL INC	261396	03/03/2026	02/24/2026			45,987.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
355-723-766	RELOCATE NF SKIDS	7274	02/23/2026		45,987.00	45,987.00

FUND TOTAL 355 Claims to Checks 1 Total 45,987.00 Manual Held Total 45,987.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
363	SEYMOUR ENGINEERING PLLC	261452	03/03/2026	02/25/2026			30,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
363-726-762	MDEQ PERMITTING 60%	9687	02/24/2026		6,000.00
363-726-762	ENG DESIGN/BIDDING 60%	9687	02/24/2026		24,000.00

FUND TOTAL 363 Claims to Checks 1 Total 30,000.00 Manual Held Total 30,000.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC	261453	03/03/2026	02/25/2026			22,615.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
364-724-762	ENG DESIGN/BIDDING 40%	9686	02/24/2026		12,037.50
364-724-762	RPR 5%	9686	02/24/2026		10,577.50

FUND TOTAL 364 Claims to Checks 1 Total 22,615.00 Manual Held Total 22,615.00

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AGJ SYSTEMS & NETWORKS INC	261398	03/03/2026	02/24/2026			2,325.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-092-606	MAR 2026: MSP COMP/ENDPT DET	MSP-129253	03/01/2026		1,861.50
400-092-606	MAR 2026: MS365 E-74; B-32	129334	03/01/2026		261.30
400-092-606	MAR 2026: LITIGATN HOLD (17)	129334	03/01/2026		22.95
400-092-606	MAR 2026: BACKUP SERVER (2)	129354	03/01/2026		180.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	261411	03/03/2026	02/24/2026			23,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-950	MAR 2026: 2018 BOND DS	03012026	03/01/2026		23,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	261412	03/03/2026	02/24/2026			32,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-950	MAR 2026: 2019 BOND DS	03012026	03/01/2026		32,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	261413	03/03/2026	02/24/2026			7,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-601	PROF FEES: 02/06/26-03/05/26	4217	02/16/2026		7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	261414	03/03/2026	02/24/2026			269,116.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	MAR 2026 WASTEWATER TRMT	3328	03/01/2026		269,116.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	261415	03/03/2026	02/24/2026			100.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	COLIFORM(1): CARTER TANK	2602106186	02/06/2026		100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CADENCE EQUIPMENT FINANCE	261416	03/03/2026	02/24/2026			143,724.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-831	WATER METERS 002-0070322-002	04042025	03/13/2026		143,724.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	261422	03/03/2026	02/24/2026			2,003.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-092-605	FEB 2026 BILLING	2284978000	02/14/2026		2,003.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	261425	03/03/2026	02/24/2026			189.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICES	2284975234	02/14/2026		189.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	261426	03/03/2026	02/24/2026			72.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICES	2284972276	02/06/2026		72.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	261433	03/03/2026	02/24/2026			207.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	MAR 2026: 4399	02162026	02/12/2026		207.88

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261434	03/03/2026	02/24/2026			2,272.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	SCHOONER WELL 20688	02122026	02/17/2026		2,014.65
400-651-631	LIFT STNS 20688	02122026	02/17/2026		257.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261435	03/03/2026	02/24/2026			5,817.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	WATER WELLS 17881	02172026	02/20/2026		3,567.48
400-651-631	LIFT STNS 17881	02172026	02/20/2026		2,250.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	261437	03/03/2026	02/24/2026			1,850.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	3 CY TOPSOIL: WTR LK FORDHAM	34056	02/03/2026		60.00
400-651-585	5 CY RAP: W-S TAP STOCKTON	34056	02/03/2026		200.00
400-651-683	7 CY FILL: DRAINAGE RUE GENTLY	34056	02/03/2026		105.00
400-651-683	10CY TOPSOIL: DRAINAGE RGENTLY	34056	02/03/2026		200.00
400-651-585	5 CY TOPSOIL: WS TAP BARRACUDA	34056	02/03/2026		100.00
400-651-585	14CY FILL: WTR REPR MILLCREEK	34056	02/03/2026		210.00
400-651-585	3 CY RAP: WTR LK TALLEY	34056	02/03/2026		120.00
400-651-585	4 CY FILL: WS RAINTREE	34056	02/03/2026		60.00
400-651-585	1 CY RAP: WS RAINTREE	34056	02/03/2026		40.00
400-651-585	10CY FILL: WTR LK WESLEYAN	34056	02/03/2026		150.00
400-651-585	8 CY RAP: WTR LK WESLEYAN	34056	02/03/2026		320.00
400-651-585	3 CY FILL: SWR E VILLAGE PWY	34056	02/03/2026		45.00
400-651-585	3 CY TOPSOIL: SWR E VILLAGE	34056	02/03/2026		60.00
400-651-585	12CY FILL: WS TAP BROWN RD	34056	02/03/2026		180.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	261439	03/03/2026	02/24/2026			15,581.77	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-823	ST LNS #5 ALLEN RD	02092026	02/09/2026		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	02092026	02/09/2026		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	02092026	02/09/2026		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	261444	03/03/2026	02/25/2026			126.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP70011759	02/16/2026		126.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	261446	03/03/2026	02/25/2026			106.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP70045036	02/23/2026		106.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WARREN PAVING INC	261447	03/03/2026	02/25/2026			96.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	1.0 TN ASPHALT: RAINTREE	120991	02/12/2026		96.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SEYMOUR ENGINEERING PLLC	261456	03/03/2026	02/25/2026			5,155.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-603	COURTHOUSE RESEARCH: FARRAGUT	9685	02/24/2026		742.50
400-650-603	BOUNDRY/TOPO SURVEY: FARRAGUT	9685	02/24/2026		4,412.50

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LAWRENCE PRINTING COMPANY INC	261470	03/03/2026	02/26/2026			346.49	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-650-500 METER DEPOSIT CHECK (1000)	25235	02/20/2026	260571				333.04
	400-650-500 SHIPPING	25235	02/20/2026	260571				13.45
400	SOUTHERN PIPE & SUPPLY CO INC	261472	03/03/2026	02/26/2026			1,338.04	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-583 2"S40 PVC 45 DEG ELL (12)	1070771600	02/06/2026	260512				60.60
	400-651-583 2"S40 PVC MIPXS MALE ADPT(12)	1070771600	02/06/2026	260512				34.80
	400-651-709 2"THRD MJ MS DIRECT METER (2)	1048090600	02/06/2026	260235				1,242.64
400	CONSOLIDATED PIPE & SUPPLY	261473	03/03/2026	02/26/2026			2,830.40	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-581 1-1/4 CTS BRS MALE ADPT LF(5)	MS03715614	02/11/2026	260556				320.00
	400-651-581 1X1-1/4 PVCXBRS (5)	MS03715614	02/11/2026	260556				345.00
	400-651-581 2X1-1/4 RED CPLG (5)	MS03715614	02/11/2026	260556				660.00
	400-651-581 1-1/4 COMP CPLG (5)	MS03715614	02/11/2026	260556				340.00
	400-651-581 1X1-1/4 CTS BRS CPLG LF(5)	MS03715614	02/11/2026	260556				307.50
	400-651-581 1-1/4 CTS BRS ADPT LF (5)	MS03715614	02/11/2026	260556				357.50
	400-651-581 1-1/4 IPS POLY REPR CPLG(5)	MS03715614	02/11/2026	260556				122.50
	400-651-581 1-1/4 S40 PVC ADPT (6)	MS03715614	02/11/2026	260556				5.40
	400-651-581 10.5 OZ HYD FOOD GRADE OIL(6)	MS03715614	02/11/2026	260556				115.50
	400-651-581 1"PVC BALL VLV SWXSW DOM (5)	MS03715614	02/11/2026	260556				25.00
	400-651-581 1-1/4 PVC BALL VLV SWXSW (5)	MS03715614	02/11/2026	260556				30.00
	400-651-581 3"SM CRBN STL TOP BOLT CPLG	MS03715614	02/11/2026	260556				202.00
400	QUALITY TREE AND DEBRIS LLC	261481	03/03/2026	02/26/2026			6,450.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-683 CUT/REMV TREE (10): DEERFIELD	02042026	02/04/2026	260559				6,450.00
400	MISSION COMMUNICATIONS LLC	261487	03/03/2026	02/26/2026			313.60	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-584 MODEM/ADAPTER ASSEMBLY	2018459	02/11/2026	260538				300.00
	400-651-584 FREIGHT: LS RADIO BOARD	2018459	02/11/2026	260538				13.60
400	J H WRIGHT & ASSOCIATES INC	261488	03/03/2026	02/26/2026			2,850.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-584 M152 MYDRO NEMA 4X ENC(SCADA)	475991	02/17/2026	260540				2,240.60
	400-651-584 MYDRO SERV PKG: ROLLING MDWS	475992	02/17/2026	260540				347.40
	400-651-584 LC1D40G7 CONTACTOR: BEMIS LS	476081	02/20/2026	260588				262.00

FUND TOTAL 400 Claims to Checks 25 Total 525,374.98 Manual Held Total 525,374.98

Docket of Claims
Release date from 03/03/2026 thru 03/03/2026

SUMMARY OF ALL FUNDS

FUND	1	Claims	to	Checks	34 Total	315,741.03	Manual	Held	Total	315,741.03
FUND	4	Claims	to	Checks	4 Total	12,652.74	Manual	Held	Total	12,652.74
FUND	30	Claims	to	Checks	1 Total	2,280.66	Manual	Held	Total	2,280.66
FUND	130	Claims	to	Checks	1 Total	3,850.00	Manual	Held	Total	3,850.00
FUND	171	Claims	to	Checks	1 Total	3,050.00	Manual	Held	Total	3,050.00
FUND	175	Claims	to	Checks	1 Total	11,340.00	Manual	Held	Total	11,340.00
FUND	176	Claims	to	Checks	8 Total	3,588.27	Manual	Held	Total	3,588.27
FUND	310	Claims	to	Checks	1 Total	9,850.00	Manual	Held	Total	9,850.00
FUND	314	Claims	to	Checks	1 Total	15,000.00	Manual	Held	Total	15,000.00
FUND	355	Claims	to	Checks	1 Total	45,987.00	Manual	Held	Total	45,987.00
FUND	363	Claims	to	Checks	1 Total	30,000.00	Manual	Held	Total	30,000.00
FUND	364	Claims	to	Checks	1 Total	22,615.00	Manual	Held	Total	22,615.00
FUND	400	Claims	to	Checks	25 Total	525,374.98	Manual	Held	Total	525,374.98
Total for all Funds				Checks	80 Total	1,001,329.68	Manual	Held	Total	1,001,329.68

Councilman Fuller made the motion to approve consent agenda items 1-9, as presented. Councilwoman Jamison 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 036-2026

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-9 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 Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 17, 2026.

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

ORDER NUMBER 037-2026

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 February 17, 2026 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 Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 3, 2026.

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

ORDER NUMBER 038-2026

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 January 2026 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 Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAY: **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 March 17, 2026.

		City of Gautier		
		Business Registry		
		Jan-26		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
438	2026-12-0009421	Vision Painting & Construction	$22.00	Delinquent
1909	2027-01-0009422	Photos & Fades	$20.00	Current
1117	2027-01-0009423	Grandma Lulee's Catering	$20.00	Current
1968	2027-01-0009424	Pilger Title Co.	$20.00	New Business
1969	2027-01-0009425	Broken Treasures Art & Antique Restoration	$20.00	New Business
1970	2027-01-0009426	Leamond Welding and Fabrication	$20.00	New Business
1290	2027-01-0009427	T's Kitchen	$20.00	Current
233	2027-01-0009428	Pyramid Homes of Gautier	$20.00	Current
1188	2026-11-0009429	Gautier Senior Care Center, LLC	$22.20	Delinquent
1911	2027-01-0009430	True Fitness	$20.00	Current
1404	2027-01-0009431	MK Industries, Inc.	$30.00	Current
1665	2026-10-0009432	Herbert's Legend Texaco	$78.40	Delinquent
1758	2027-02-0009433	Garden House Brew Co.	$50.00	Current
1771	2026-06-0009434	Maid 4 Cleaning Services, LLC	$23.20	Delinquent
816	2027-01-00009435	Bond Contracting	$20.00	Current
1529	2027-02-0009436	Yummy Donuts	$20.00	Current
1682	2027-01-0009437	Cornerstone Restaurant, Inc.	$90.00	Current
1401	2027-01-0009438	S&W Spirits, LLC	$45.00	Current
1519	2027-01-0009439	Nail Cottage	$20.00	Current
1522	2027-01-0009440	Eklektik, LLC	$20.00	Current
1041	2027-01-0009441	Riverside Auto Sales	$20.00	Current
286	2027-02-0009442	Navigator Credit Union	$30.00	Current
189	2027-01-0009443	WGQ Home Solutions, LLC	$20.00	Current
272	2027-02-0009444	Gulf Breeze Landscaping	$150.00	Current
1639	2027-01-0009445	Toddler Town Academy	$30.00	Current
1853	2027-02-0009446	A/B Body and Lash Spot	$20.00	Current
283	2027-02-0009447	Mattress City, Inc.	$20.00	Current
284	2027-02-0009448	McGee's Connection	$20.00	Current
1642	2027-02-0009449	The Dermatology Clinic	$50.00	Current
1754	2027-02-0009450	Wackenhut Painting Co. LLC	$20.00	Current
121	2026-11-0009451	Bobbie H. Sirin, CPA	$22.20	Delinquent
1743	2026-11-0009452	Tada Taxes	$22.20	Delinquent
895	2027-01-0009453	Danny Beauchamp's Wrecker	$20.00	Current
1196	2027-01-0009454	Wendy's #266	$138.00	Current
1812	2027-01-0009455	Kral Realty	$20.00	Current
1796	2026-10-0009456	El Patron Mexican Restaurant & Cantina	$50.40	Delinquent
1910	2027-01-0009457	Strive Performance	$20.00	Current
1755	2027-02-0009458	Blue Mile Lawn Care	$20.00	Current
1971	2027-01-0009459	Springfield Motors	$20.00	New Business
1972	2027-01-0009460	Dungeon Dweller Tattoos	$30.00	New Business
		TOTAL:		
		New Business	5	
		Transient Vendor	0	
		Closed Business	0	
		Delinquent Renewal Issued	7	
		Current	28	

New Business January 2026			
Business Name	**Business Address**	**Business Phone**	**Business Description**
Leamond Welding and Fabrication	2424 Calle De Feliz	509-319-9273	Home occupation/welding
Broken Treasures Art & Antique Restoration	4353 Gautier Vancleave Rd Suite D	228-235-5281	Art & Antique Restoration
Dungeon Dweller Tattoos	810 Hwy 90	228-364-2104	Tattoo Shop

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

ORDER NUMBER 039-2026

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated February 2026 in the amount of $7,968.17 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 **Councilman Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 17, 2026.

	FEBRUARY 2026UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	001-20201-002	91.69	219.07	105.00			415.76	Line in yard
	005-11851-001		354.23				354.23	Spigot
	011-17501-001		66.19				66.19	Line in yard
	029-11501-000	124.54	246.58	70.00			441.12	Behind Walls
	037-12001-001	1,116.12	1,562.71	70.00			2,748.83	Line in yard
	041-15801-002	207.30	374.77				582.07	Line in yard
	044-00401-000	148.51	243.65	105.00			497.16	Behind Walls
	047-24201-008	225.55	593.61	70.00			889.16	Line in yard
	050-11201-003	110.34	269.25	35.00			414.59	Line in yard
	053-22201-002	221.65	557.53		275.00	34.77	1,088.95	Line in yard
	056-08401-004	82.54	193.42	35.00			310.96	Line in yard
	062-19201-000	40.00	119.15				159.15	Under slab
	TOTAL	2,368.24	4,800.16	490.00	275.00	34.77	7,968.17	

COMPLETED

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

RESOLUTION NUMBER 225-2026

WHEREAS, Gautier High School Alumni Association has requested to waive the $40 pavilion rental fee at Bacot Park in order to host a Yard Sale Fundraiser on March 21, 2026, from 7:00am until 12:00pm; and

WHEREAS, on November 4, 2025, City Council approved the request, but due to scheduling conflicts, the event was postponed; and

WHEREAS, it is determined that this waiver advertises and brings into favorable notice the opportunities, possibilities and resources of the municipality.

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

WHEREAS, Mayor and Members of the Council hereby find that waiver of these fees do, in fact assist the voluntary character development or public service programs of that school district; and

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive the fee associated with the use of the Bacot Park Pavilion by Gautier High School Alumni Association on March 21, 2026, from 7:00am until 12:00pm, is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	02/17/2026
Subject:	Approval to waive the rental fee in the amount of ($40.00) for the use of Pavilion at Bacot Park for Gautier High School Alumni Association's Yard Sale Fundraiser

---

REQUEST:
The Recreation Department has received a request from Gautier High School Alumni Association to waive the rental fee in the amount of ($40.00) for the use of Bacot Park Pavilion for Yard Sale Fundraiser to be held on March 21, 2026, from 7am-12 Noon.

BACKGROUND:
This event was approved by Mayor and Council in Nov. 2025 but postponed due to scheduling conflicts. GHS Alumni Association is in need of funds to carry out their initiatives for early 2026. This is a low cost, low risk, multigenerational, family friendly event. In addition to fundraising, they will relate to the community and will use this opportunity to network and identify needs that they may be able to assist with in the future.

DISCUSSION:
The yard sale will take place at the pavilion at Bacot Park. The existing tables will be used to sell donated items as a fundraiser for the GHS Alumni association. 1 to 2 additional tables will be brought as the purchase table, along with chairs for association members. The purpose of this event is to raise funds for the association's initiatives for the first quarter of 2026 and to engage with the community in a relaxed and positive environment. Attendees will park in the currently designated parking area. The association will only be providing the donated items that will be for sale and signage to promote the event. Background music (Gospel and R&B) will be played on a small Bluetooth speaker. No food or drink will be provided for attendees. Attendees will be required to take their purchases away in hand, we will not be providing bags to reduce waste. Any items that are not sold will be taken away by the association members.

RECOMMENDATION:
The Recreation Department recommends that City Council waive the rental fee in the amount of ($40.00) for the Bacot Park Pavilion rental for Gautier High School Alumni Association's Yard Sale Fundraiser.

The City Council may:
1. Approve to waive the rental fee in the amount of ($40.00) for the Gautier High School Alumni Association's Yard Sale Fundraiser.; or
2. Not approve to waive the rental fee in the amount of ($40.00) for the Bacot Park Pavilion for Gautier High School Alumni Association's Yard Sale Fundraiser.

ATTACHMENTS:
1. FeeWaiverRequest Yard Sale
2. GHS Special Event Application

February 12, 2026

To: City of Gautier

From: Marjorie Hyde, GHS-AA Fundraising Committee Chair

Subject: Facility Use Fee Waiver Request

Dear City of Gautier,

This letter is a request to have the facility use fee waived for the Gautier High School - Alumni Association's Yard Sale as it is a fundraiser for our charitable organization. Our business status is attached to the special event application.

Thank you for considering our request and we appreciate your ongoing partnership.

Sincerely,

Marjorie Hyde

Fundraising Committee Chair

Gautier High School - Alumni Association

CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

*Submit this form with all required documents to the City Clerk Office at least **60** days prior to the requested event*

Date of Application: _02/21/2026

Summary of Event: _Yard Sale, Fundraising Event_____

Event Title: _Gautier High School - Alumni Association's Big Yard Sale_____

Event Description: *Attach a detailed map of the proposed event layout, parking plan, tent location, etc.* ***YOU MUST ACCURATELY DESCRIBE THE ENTIRETY OF YOUR EVENT. ONLY THE DESCRIPTION LISTED WILL BE CONSIDERED FOR APPROVAL AND NOTHING OUTSIDE OF THE DESCRIPTION WILL BE ALLOWED.*** *Incomplete applications will not be considered.*

The yard sale will take place at the pavilion at Bacot Park. The existing tables will be used to sell donated items as a fundraiser for the GHS Alumni association. 1 to 2 additional tables will be brought as the purchase table, along with chairs for association members. The purpose of this event is to raise funds for the association's initiatives for the first quarter of 2026 and to engage with the community in a relaxed and positive environment. Attendees will park in the currently designated parking area. The association will only be providing the donated items that will be for sale and signage to promote the event. Background music (Gospel and R&B) will be played on a small Bluetooth speaker. No food or drink will be provided for attendees. Attendees will be required to take their purchases away in hand, we will not be providing bags to reduce waste. Any items that are not sold will be taken away by the association members.

This is a low cost, low risk, multigenerational, family friendly event. In addition to fundraising, we will relate to the community and will use this opportunity to network and identify needs we may be able to assist with in the future. We are partnered with Delo's Heavenly House of Coffee to host 2 donation drop off events on 02/28/2026 and 03/07/2026.

Event Start Date: ____03/21/2026_____ **Event End Date:** __03/21/2026_____
Event Start Time: __07:00 AM_ **Event End Time:** 12:00 PM

Location: _Bacot Park, 2300 Ladnier Rd._____ **Location Description: Bacot Park Pavilion**

Individual Making Application for Organization:

Name: Marjorie Hyde_____Phone (Home): (228) 369 - 0553 Address: _308 Nixon Street _____Phone (Work); (N/A) -____
City: __Biloxi_____State: __MS _____ Zip Code: _39530_____-
Position with Organization: _Fundraising Committee Chairperson
_____ Individual(s) Responsible for keeping order and maintenance:
Name: Marjorie Hyde_____Phone (H): (228)-369-0553 (W)(N/A)_____
Name: Santana Rodgers_____ Phone(H):(228)-219-3757 (W)(N/A) _____
Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Applicant Information:

Organization:

Name: Gautier High School - Alumni Association_____

Phone: (228) 219 - 3757__ Address: P.O. Box 363, Gautier, MS 39553

Type of Organization: Nonprofit Corporation_____ Profit: ____

Non-Profit Federal ID#__1514702_____ *(must attach copy 0of non- profit status) (Religious, Civic, Social, Etc.)*

Event Cleanup

If the event is on public property, it shall be the responsibility of the applicant to clean up all trash after the event and return the property to its state prior to the event. Depending on the size of the event, dumpsters may be required. *Cleanup deposit will be required based on the type of event.*

Marketing and Public Relations

Will this event be marketed, promoted or advertised in any manner? ____X___Yes, *if yes, attach flyer and list where the if will be advertised* _____No

Event Questionnaire

Is the event location a public parking lot, public park, or public space? _____X___ Yes___No

Will there be a fee charged for this event? _____Yes, *if so, how much*_ ___X___No

Will there be alcohol? _____Yes ___X___No

Will there be food trucks or vendors? _____Yes, if so, how many _____ ___X___No

Will there be volunteers working the event? _____Yes, if so, how many __X____No

Will there be live music or a DJ? ____ Yes, if so, list the DJ or band name: N/A_____

Will there be cooking or grilling on site that's not a licensed food truck? _____Yes __X_____ No

Will there be inflatable bounce houses/ games at the event? _____Yes, *if so, list the quantity and type*

____X__ No

Anticipated Attendance Total: Goal of 300 people throughout the day but not at a single given time.

Anticipated Participants Total: 10 to 15 association members to set up, sell, and clean up.

Road Closure Information:

___N/A_____ *Attach a detailed map of the proposed route if requesting a street closure for the event, attach a list of the adjacent business owners*

Insurance

Events held on city property will require a certificate of insurance. The certificate of insurance must be submitted to City Hall at least 2 weeks prior to your event. The minimum policy amount must be $1M per

occurrence with a $2M aggregate. The City of Gautier must be listed as an additional insured. *(City of Gautier 3330 Hwy 90 Gautier, MS 39553)*

Security

Gautier Police and Fire Department will review the details in this application and determine the need for security and public safety plan is needed. I understand that if Gautier Police and Fire Dept. determines that the event will need security/public safety plan, it will be the responsibility of the host organization to cover the cost.

Affidavit of Applicant

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gautier Special Event Application. I understand that this application is made subject to the rules and regulations established by City policy. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I also understand that any deviation from this special event application will result in the special event application being revoked and the event canceled. I agree to pay all sales tax associated with this event. The City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this special event application permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit to that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gautier.

Name of Applicant/Host Organization: __Marjorie Hyde_____

Title: Fundraising Committee Chairperson__ *Print*

Applicant's Signature: ____Marjorie B. Hyde_____ **Date:** ___02/12/2026_____

FOR OFFICE USE ONLY

Date Rec' d: _____ Received By: _____

Event has been: Approved: _____ Disapproved: _____

Approval/Disapproval Authority _____ Date: _____Page 3 of 3

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

ORDER NUMBER 040-2026

WHEREAS, the City of Gautier has taken over the Gautier Youth Baseball and Softball League; and

WHEREAS, in an effort to grow and promote the league, the Athletics Manager is seeking sponsors for the league; and

WHEREAS, several sponsors have offered donations to the City, in the amount of $250, for the purpose of promoting the league, including Brothers Sports Club, Jr. Auxiliary of Pascagoula Moss Point, Inc., GHS Softball Booster Club, DanO's Snowballs, and the Couvillion Family; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations 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 monetary donations from Brothers Sports Club ($250), Jr. Auxiliary of Pascagoula Moss Point, Inc.($250), GHS Softball Booster Club ($250), DanO's Snowballs ($250), and the Couvillion Family ($250) for the City of Gautier's Youth Baseball and Softball League 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 **Councilman Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	02/24/2026
Subject:	Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

---

REQUEST:
The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Youth Baseball & Softball League.

BACKGROUND:
The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Recreation Department is seeking sponsors for the league to help cover the cost of equipment, registration fees, umpires, etc.

DISCUSSION:
The City of Gautier has received monetary donations from the following sponsors:
1. League Sponsor- $250.00-Brothers Sports Club
2. League Sponsor- $250.00-Jr. Aux of Pascagoula Moss Point Inc.
3. League Sponsor- $250- GHS Softball Booster Club
4. League Sponsor- $250- DanO's Snowballs
5. League Sponsor- $250- Couvillion Family

RECOMMENDATION:
The Recreation Department recommends that City Council approve the above monetary donations for the City of Gautier's Youth Baseball & Softball League

The City Council may:
1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:
1. Sponsorship Checks

1131

BROTHERS SPORTS CLUB 05-2004
P O BOX 831
GAUTIER MS 39553

DATE 2/21/2026 85-368/655 74

PAY TO THE ORDER OF City of Gautier $ 250.00

two hundred & fifty dollars 00 DOLLARS

HANCOCK BANK
P.O. Box 4019 Gulfport, MS 39502
Member FDIC

FOR Sponsor Youth Baseball Ryan D. Triplett MP

THE JR AUXILIARY OF
PASCAGOULA MOSS POINT INC
PO BOX 209
PASCAGOULA MS 39568-0209

2/23/24 DATE 2252 85-136/653

PAY TO THE ORDER OF City of Gautier $ 250.00

Two hundred Fifty 00/100 DOLLARS Security features included Details on back.

Merchants & Marine Bank MandMBank.com

MEMO Sponsor B. Allmand MP

GAUTIER HIGH SCHOOL SOFTBALL BOOSTER CLU 0106

1907 Seacrest Dr
Gautier Ms 39553-7078

DATE 2/19/26 85-7758/2655

PAY To The Order Of: City Of Gautier $ 250.00

two hundred fifty and 00/100 Dollars

KeeslerFederal CREDIT UNION
P.O. Box 7001
Biloxi, MS 39534-7001
www.kfcu.org

Rec Sponsorship M Brown

Security features included. Details on back.

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

ORDER NUMBER 041-2026

WHEREAS, the Gautier Police Department currently utilizes the PTS Solutions, Inc. Records Management Software (PTS RMS) hosted on the City of Gautier's server infrastructure; and

WHEREAS, the Pascagoula–Gautier School District desires access to the PTS RMS system for use by its School Resource Officers; and

WHEREAS, the proposed Memorandum of Understanding (MOU) establishes the terms and conditions governing such access, including data access limitations, Criminal Justice Information Services (CJIS) compliance requirements, indemnification provisions, and termination rights for both parties; and

WHEREAS, the agreement imposes no financial obligation upon the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding (MOU) with Pascagoula-Gautier School District for the use of the PTS Solutions, Inc. Records Management Software (PTS RMS) is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding (MOU) between the Pascagoula-Gautier School District and the City of Gautier/Gautier Police Department is hereby approved.

IT IS FURTHER ORDERED that the City Manager, Police Chief, and City Clerk are authorized to execute any and all documents necessary for this purpose

.

Motion was made by **Councilman Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAY: **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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: David Bever, Chief of Police

Date: March 3, 2026

Subject: Approval of Memorandum of Understanding between the Pascagoula-Gautier School District and the City of Gautier.

REQUEST:

The Chief of Police respectfully requests the Mayor and City Council approve the City of Gautier entering into a Memorandum of Understanding (MOU) with the Pascagoula–Gautier School District (PGSD).

BACKGROUND:

The attached Memorandum of Understanding establishes the terms and conditions under which the Pascagoula–Gautier School District will access and utilize the PTS Solutions, Inc. Records Management Software (PTS RMS) hosted on the Gautier Police Department's server infrastructure.

The MOU clearly outlines data access limitations, CJIS compliance requirements, indemnification provisions, and termination rights for both parties.

DISCUSSION:

This agreement benefits the City of Gautier and the community by allowing the School District Resource Police Officers to utilize secure records management infrastructure without imposing any financial obligation on the City.

By hosting the School District's licensed users, the City strengthens interagency coordination while maintaining legal, financial, and operational safeguards.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and City Council approve the City of Gautier entering into the attached Memorandum of Understanding with the Pascagoula–Gautier School District.

ATTACHMENT:

The Memorandum of Understanding

David Bever
Chief of Police

Lee Bond
Deputy Chief

Gautier Police Department

MEMORANDUM OF UNDERSTANDING

BETWEEN
PASCAGOULA–GAUTIER SCHOOL DISTRICT
AND
CITY OF GAUTIER

Effective Date: March 3, 2026

1. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and between the Pascagoula–Gautier School District (PGSD) and the City of Gautier (GOG), collectively referred to as "the Parties."

2. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which PGSDRD is authorized to access and utilize the PTS Solutions, Inc. Records Management Software ("PTS RMS") hosted on Gautier Police Department's (GPD) system server.

GPD shall serve solely as the hosting entity for PGSD's licensed PTS RMS users. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between the Parties.

3. SCOPE OF SERVICES

a) Software Licensing and Costs

PGSD shall, at its sole cost and expense:

Purchase all PTS RMS user licenses ("seats") required for its personnel;

Pay all licensing, subscription, maintenance, support, and vendor-related fees assessed by PTS Solutions, Inc.

GPD shall bear no financial responsibility for PGSD's use of PTS RMS.

b) Hosting Services

GPD agrees to host PGSD's licensed PTS RMS users on GPD's server infrastructure. GPD's responsibilities are limited strictly to providing server hosting and system-level access consistent with this MOU and vendor authorization.

c) Vendor Coordination

PGSD has coordinated with PTS Solutions, Inc., which has agreed to assist GPD system administrators in configuring access for PGSD's licensed users. GPD shall not be responsible for vendor performance or support obligations.

4. DATA ACCESS AND RESTRICTIONS

PGSD access shall be limited exclusively to the PTS RMS modules, records, and functionality purchased by PGSD from PTS Solutions, Inc.

No GPD records, data, systems, or databases outside the authorized PTS RMS access shall be shared or made available under this MOU.

PGSD shall ensure that only authorized personnel access the system and that access credentials are not shared or misused.

5. SECURITY, PRIVACY, AND COMPLIANCE

PGSD acknowledges that access to law enforcement records systems requires strict compliance with all applicable laws, regulations, and policies, including but not limited to:

The FBI Criminal Justice Information Services (CJIS) Security Policy (if applicable);

Mississippi Public Records Act;

State and federal confidentiality, privacy, and data protection laws.

GPD may require PGSD personnel with system access to complete privacy, security, and data-handling training consistent with GPD policies and law enforcement standards.

Any violation of security requirements, privacy standards, licensing terms, or misuse of the system may result in immediate suspension, limitation, or revocation of PGSD's

access, at GPD's sole discretion, without prior notice if necessary to protect system integrity or legal compliance.

6. LIMITATION OF LIABILITY

GPD shall not be liable for:

Software functionality, outages, failures, or vendor-related issues attributable to PTS Solutions, Inc.;

Data entered, modified, accessed, or maintained by PGSD personnel;

Any damages, claims, losses, or liabilities arising from PGSD's use or misuse of PTS RMS.

PGSD assumes full responsibility for its use of the system and compliance with all applicable laws and licensing requirements.

7. INDEMNIFICATION

To the fullest extent permitted by law, PGSD agrees to defend, indemnify, and hold harmless the City of Gautier, GPD, and their officers, employees, and agents from and against any claims, demands, damages, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or related to:

PGSD's use or misuse of the PTS RMS;

Acts or omissions of PGSD personnel;

Violations of law, policy, or licensing terms by PGSD or its employees.

8. TERM AND TERMINATION

This MOU shall remain in effect unless terminated as provided herein.

Either party may terminate this MOU for any reason upon thirty (30) days' written notice to the other party.

David Bever
Chief of Police

Lee Bond
Deputy Chief

Gautier Police Department

Upon termination, PGSD's access to the GPD server and PTS RMS shall be discontinued in accordance with system security requirements.

9. AMENDMENTS

This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

10. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

11. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

12. AUTHORITY

Each signatory certifies that they are authorized to execute this MOU on behalf of their respective entity.

SIGNATURES

Pascagoula–Gautier School District

Signature: _____
Name / Title: _____
Date: _____

Gautier Police Department

Signature: _____
Name / Title: David Bever, Chief of Police
Date: _____

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

ORDER NUMBER 042-2026

WHEREAS, the Grants and Projects Department requests council to approve the Certificate of Substantial Completion for the Citywide Lift Station Project; and

WHEREAS, this project provided twenty-six (26) lift stations, including replacement and installation of pumps, motors, control panels, valves, rail systems, generator connections, bypass connections, lighting, and permanent generators at select locations; and

WHEREAS, the Certificate of Substantial Completion was received from Seymour Engineering on February 24, 2026. The contractor will complete or correct the items listed in the substantial completion document within 60 days, weather permitting, from the date Substantial Completion was reached on January 29, 2026 and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the Certificate of Substantial Completion as presented; and

IT IS HEREBY ORDERED that the Certificate of Substantial Completion for the Citywide Lift Station 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 **Councilman Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants & Projects Director

Date: February 24, 2026

Subject: Citywide Lift Station Project-Gottfried Contracting, LLC-Certificate of Substantial Completion

---

REQUEST:
The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Citywide Lift Station Project.

BACKGROUND:
The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) manages this program. MDEQ produced Rules and Regulations as to the administration of the program, and disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

The project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

Change Order No. 1 served to add 300 days to the contract time, which pushed the project completion from July 28, 2024, to May 24, 2025. The original contract time was 360 days, and some of the materials for the project were on back order for 18 months from the order date. An additional two (2) lift stations were added to the project LS 32 and SRM 1 for modifications as well.

Change Order No. 2 served to add 179 days to the contract time, which pushed the project completion from May 24, 2025, to December 1, 2025, for a generator that's been on order for a year.

Change Order No. 3 served to increase the contract amount by $126,228.63, using funds reallocated from two other projects that came in under budget. The additional funds will be used to complete the SRM1 renovation, purchase two new generators for Nelson 3 and Nelson 4, and acquire additional (9) spare pumps. This change order also extends the contract time by 60 days to allow for pump delivery and generator installation, moving the project completion date from December 1, 2025, to January 30, 2026.

DISCUSSION:
The Certificate of Substantial Completion was received from Seymour Engineering on February 24, 2026. The contractor will complete or correct the items listed in the substantial completion document within 60 days, weather permitting, from the date Substantial Completion reached on January 29, 2026.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion for the Citywide Lift Station Project.

The City Council may:
1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion, as presented.

ATTACHMENT(S):
1. Certificate of Substantial Completion

Certificate of Substantial Completion

Project: Citywide LS Upgrades	Owner: City of Gautier	Owner's Contract No.: n/a
Contract: Construction Contract (Stipulated Price)		Date of Contract: 7/5/23
Contractor: Gottfried Construction, LLC		Engineer's Project No.: 22-066.04

This ☐ [tentative] ■ [definitive] Certificate of Substantial Completion applies to:

☑ All Work under the Contract Documents: ☐ The following specified portions:

01-29-2026
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ■ Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: None

The following documents are attached to and made part of this Certificate: **Attached is the project's punchlist which will need to be addressed within the next 60 days**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Matt Kirkland	Digitally signed by Matt Kirkland Date: 2026.02.24 16:00:07 -06'00'	2/24/2026
Executed by Engineer		Date
[signature]		2/25/2026
Accepted by Contractor		Date
Accepted by Owner		Date

SEYMOUR ENGINEERING

CONSTRUCTION PUNCHLIST

Citywide Lift Station Upgrades

Project No. 22-066.04

Final Inspection Date: February 23, 2026

Total Items: 17

Station	Location	#	Punchlist Item	Status
LS-2	Seacliffe Rd	1	Two missing gaskets on gate/check valves	Open
LS-9	Martin Bluff Rd	1	Floodlight keeps falling off of pole; currently down	Open
		2	Wet Well Vent not installed	Open
		3	Generator battery maintainer wired in to light, doesn't work when light is not working	Open
LS-12	Robert Hiram Rd	1	Missing 3 gaskets on gate/check valves	Open
LS-24	Townsend Rd	1	Tighten 2 bolts on check valve	Open
		2	Area Light not working	Open
LS-26	Old Spanish Trail	1	Pump needs to be re-set straight; currently crooked, won't pump correctly	Open
LS-39	Fairway Drive	1	Still awaiting rebuilt pump from JH Wright	Open
Nelson 1	Robinson Still Rd	1	No floodlight	Open
		2	Generator fault (E-Stop, Governor)	Open
Nelson 5	Brown Rd	1	Conduit for pump leads missing	Open
		2	Pressure Relief Line Tap in Valve Pit?	Open
		3	Low Coolant Fault on Generator, E-Stop button not installed	Open
Nelson 7	Hwy 90 WB	1	No generator keys	Open
WS-2	Westgate Parkway	1	Clean up forms & settlement around control panel stand concrete	Open
SRM-1	Singing River Mall	1	Adjust Floats and Check Starter (Loud)	Open

Prepared By: _____

Title: Project Manager

Date: 02/24/2026

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

ORDER NUMBER 043-2026

WHEREAS, Gautier City Hall utilizes the internet and wi-fi for daily work routines and procedures; and

WHEREAS, Sparklight has provided the internet service for Gautier City Hall since 2021; and

WHEREAS, the renewal to the Sparklight Business Service Agreement will be $129.43 per month for thirty-six (36) months; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Sparklight Business Service Agreement for the Gautier City Hall Building is hereby approved.

IT IS FURTHER ORDERED that the City of Gautier enters this agreement only to the extent the terms and conditions are consistent with Mississippi law.

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 Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

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 March 3, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos A. Moulds, City Manager
From: Queita Reddix, Purchasing Agent
Date: 2/10/2026
Subject: Approval of Sparklight Business Service Agreement Renewal for City Hall Building.

REQUEST:
City Council approval is requested for a business service agreement renewal with Sparklight Business for high speed internet services at City Hall. The service charge will cost $129.43 per month for 36 months.

BACKGROUND:
Sparklight has provided internet service for City Hall the last five years.

DISCUSSION:
The City Staff utilizes the internet for daily work routines and procedures.

RECOMMENDATION:
The City Staff recommends the City Council approve the renewal agreement with Sparklight Business at $129.43 per month.

ATTACHMENTS:
1. Sparklight Business 2026 Business Service Agreement

Sparklight Business

Business Service Agreement

Date: 2/10/2026, 8:19 AM

Sparklight Business Account Rep:	Priscilla Molina	**Sparklight System Address:**
Phone Number:		210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information		**Authorized Customer Representative**	
Company Name:	City of Gautier	**Full Name:**	Leoqueita Reddix
Street Address:	3330 HIGHWAY 90	**Billing Telephone:**	(228) 497-8000
City/State/Zip:	GAUTIER, MS, 39553-5124	**Fax:**	
Billing Address:		**Contact Number:**	228 497 8000
City/State/Zip:	Gautier, MS 39553	**Email:**	lreddix@gautier-ms.gov
Sparklight Account#	8160370300017254		

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
36	$0.00	$129.43

Service

Service Description	Quantity	Monthly Fee
Business Internet 150	1	$93.49
1 Static IP	1	$19.95

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	$15.99	$15.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL $129.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at https://business.sparklight.com/legal/general-terms, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE

PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date

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

ORDER NUMBER 044-2026

WHEREAS, the Parks and Recreation Department utilizes the internet and wi-fi for daily work routines and procedures; and

WHEREAS, Sparklight has provided the internet service for the Shepard State Park Attendant Building since 2021; and

WHEREAS, the renewal to the Sparklight Business Service Agreement will be $130.43 per month for thirty-six (36) months; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Sparklight Business Service Agreement for the City's Shepard State Park Attendant Building is hereby approved.

IT IS FURTHER ORDERED that the City of Gautier enters this agreement only to the extent the terms and conditions are consistent with Mississippi law.

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 Fuller,** seconded by **Councilwoman Jamison,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

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 March 3, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos A. Moulds, City Manager
From: Queita Reddix, Purchasing Agent
Date: 2/10/2026
Subject: Approval of Sparklight Business Service Agreement Renewal for Shepard Park Attendant Building.

REQUEST:

City Council approval is requested for a business service agreement renewal with Sparklight Business for Wi-Fi and Internet services at Shepard Park Attendant Building. The service charge will cost $130.43 per month for 12 months.

BACKGROUND:

Sparklight has provided Wi-Fi and Internet service at Shepard Park Attendant Building the last four years.

DISCUSSION:

The Recreation Department utilizes the Wi-Fi and Internet for daily work routines and procedures.

RECOMMENDATION:

The Recreation Department recommends the City Council approve the renewal agreement with Sparklight Business at $130.43 per month.

ATTACHMENTS:

1. Sparklight Business 2026 Business Service Agreement

Sparklight Business	Business Service Agreement
	Date: 1/22/2026, 8:19 AM

Sparklight Business Account Rep:	Jessie Flores	**Sparklight System Address:**
Phone Number:	602-364-6079	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information		**Authorized Customer Representative**	
Company Name:	Shepard Park Attendant Bldg	**Full Name:**	Leoqueita Reddix
Street Address:	1034 GRAVELINE RD BLDG 2	**Billing Telephone:**	2284973338
City/State/Zip:	GAUTIER, MS, 39553-7727	**Fax:**	
Billing Address:		**Contact Number:**	2284973338
City/State/Zip:	Gautier, MS 39553	**Email:**	lreddix@gautier-ms.gov
Sparklight Account#	8160370300050008		

Term (in months)	Installation Charges (may include construction)	Total (taxes and fees not included)
12	$0.00	$130.43

Service

Service Description	Quantity	Monthly Fee
Business Internet 1 Gig	1	$104.49
Business Wi-Fi/Router	1	$9.95

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	$15.99	$15.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL $130.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at https://business.sparklight.com/legal/general-terms, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE

PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date

Councilman Fuller made the motion to enter closed session to determine if executive session is appropriate. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Councilman Minor made the motion to enter executive session to discuss the potential sale or lease of real property at the Town Commons Property. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

No action was taken.

Councilman Fuller made the motion to reenter open session. Councilman George seconded the motion. The vote was carried unanimously.

Councilman Fuller made the motion to recess until March 17, 2026, at 6:30pm. Councilman George 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 March 17, 2026.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Receive February 2026 Privilege License Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive February 2026 Privilege License Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 February 2026 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 **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

	City of Gautier		
	Business Registry		
	Feb-26		
LICENSE #	**BUSINESS NAME/OWNER**	**AMOUNT**	**STATUS**
2027-01-0009461	Vaughn Lauban	$20.00	Current
2027-01-0009462	Vaughn Lauban	$30.00	Current
2027-01-0009463	Sherwin Williams	$70.00	Current
2027-02-0009464	PT Solutions	$30.00	Current
2027-02-0009465	Subway #5896	$30.00	Current
2027-01-0009466	The People's Bank	$20.00	Current
2027-01-0009467	Trustworthy Services, LLC	$22.00	Delinquent
2027-02-0009468	CTC Rentals. LLC	$30.00	Current
2027-02-0009469	RT Firearms	$45.00	Current
2027-02-0009470	B&G's Cleaning Service	$20.00	Current
2027-01-0009471	Westside B&B	$22.00	Delinquent
2027-02-0009472	Home Team Tire & Auto	$20.00	Current
2027-02-0009473	Bates Janitorial, LLC	$20.00	Current
2027-01-0009474	Consider It Done Home Repair	$22.00	Delinquent
2027-02-0009475	Coastal Wealth Mgmt. Group	$20.00	Current
2027-02-0009476	The Crawfish House & Grill	$35.00	New Business
2027-02-0009477	Patrimoine Properties	$20.00	New Business
2027-02-0009478	Pitalo's Marina	$20.00	Current
2027-02-0009479	Attentive Services, LLC	$20.00	Current
2027-02-0009480	Children's International, LLC	$40.00	Current
2027-02-0009481	Universal Imports, LLC	$20.00	Current
2026-12-0009482	Ame Enterprises, LLC	$22.20	Current
2027-02-0009483	Dolphin Dayz, LLC	$20.00	Current
2027-02-0009484	Simplified Spaces of the Gulf Coast	$20.00	Current
2027-03-0009485	Fayard's Gautier Marathon	$45.00	Current
2027-02-0009486	Johnson Generational Realty, LLC	$20.00	New Business
2027-03-0009487	Henze Enterprises, Inc.	$30.00	Current
2027-03-0009488	Flower Patch Florist & Gifts	$20.00	Current
2026-06-0009489	Treasured Memories Imaging	$23.40	Delinquent
2026-07-0009490	MS Coastal Services	$23.20	Delinquent
2027-02-0009491	Sims Landscaping & Painting	$20.00	Current
2027-03-0009492	The Old Place	$20.00	Current
	Eplus Technology		Closed Business
	TOTAL:		
	New Business	3	
	Transient Vendor	1	
	Closed Business	1	
	Delinquent Renewal Issued	5	
	Current	24	

New Business February 2026			
Business Name	**Business Address**	**Business Phone**	**Business Description**
The Crawfish House and Grill	3000 Oak Street	228-297-5659	Crawfish Restaurant & Bar
Patrimoine Properties	4101 Gautier-Vancleave Rd #5B	228-990-7077	Real Estate
Johnson Generational Realty, LLC	209 Graveline Rd	228-447-0602	Home office Real Estate

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Receive January 2026 Finance Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive January 2026 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 Report for January 2026 is hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 17, 2026.

JAN 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$4,289,043.16
HB1 Modernization Act Funds	Depository Account	002-000-001	$1,251,867.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$320,371.08
Amphitheater Venue	Depository Account	004-000-001	$105,520.43
MDAH School House Grant	Depository Account	030-000-001	$19,807.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$134,452.56
U S Justice Equitable Sharing	Depository Account	157-000-001	$34,081.12
Fire Protection Fund	Depository Account	160-000-001	$204,661.08
Tidelands Grant	Depository Account	171-000-001	$24,734.69
Library Support Fund	Depository Account	172-000-001	$26,461.45
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	($17,310.19)
Shepard State Park Fund	Depository Account	176-000-001	$135,855.82
S2020 GO Refnd Bond Debt Service	Depository Account	255-000-001	
USDA NRCS EWP Program	Depository Account	300-000-001	$3,511.57
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
South Gautier/Vancleave Rd Sidewalk	Depository Account	313-000-001	$40,350.00
Dolphin-CSX Grade Separation	Depository Account	314-000-001	($18,750.00)
Solid Waste Fund	Depository Account	404-000-001	$84,330.54
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$6,638,988.70
	General Depository Reconciled Cash Balance		$6,638,988.70

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	($52,757.83)
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	($55,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	$801,425.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$4,998,572.82
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$218,649.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$5,910,901.24
	Enterprise Reconciled Cash Balance		$5,907,557.16

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$73,252.74
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$80,041.16
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$275,028.57
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$748,831.53
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$73,766.36
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$73,764.37
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$17,199.54
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	$5,229.21
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	$19,738.93
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	$548,037.47
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$135.80
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	$1,547,202.86
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	$622,135.11
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,090,902.69
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	$1,031,741.29
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	$1,452,553.05
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	$2,400,017.08
SB2468 Water Meter Imps	Restricted Fund	422-000-001	$1,547,202.86
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$267,460.92
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$1,071,260.37
	Total Bond & Restricted Reconciled Cash Balances		$13,945,501.91

JAN 2026
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2026	JAN 2026	Balance	33.33% % to date
	General Fund Revenues	**13,348,978.00**	**3,161,697.36**	**10,187,280.64**	***23.6%***
	Expenditures:				
001	Legislative	**264,436.00**	**91,271.59**	**173,164.41**	***34.5%***
010	City Court	**397,834.00**	**89,522.46**	**308,311.54**	***22.5%***
021	City Manager	**149,800.00**	**18,479.85**	**131,320.15**	***12.3%***
022	Human Resources	**75,563.00**	**17,358.17**	**58,204.83**	***22.9%***
030	Elections	**0.00**	**0.00**	**0.00**	
040	City Clerk	**493,028.00**	**77,618.61**	**415,409.39**	***15.7%***
060	City Attorney	**145,000.00**	**40,177.30**	**104,822.70**	***27.7%***
090	Economic Dev - Planning	**560,844.00**	**99,894.52**	**460,949.48**	***17.8%***
092	Building & General Expenses	**1,103,525.00**	**532,133.78**	**571,391.22**	***48.2%***
094	Grants & Project Admin	**251,922.00**	**20,630.82**	**231,291.18**	***8.1%***
100	Police	**4,944,779.00**	**1,474,652.35**	**3,470,126.65**	***29.8%***
161	Fire	**3,972,614.00**	**1,043,313.59**	**2,929,300.41**	***26.2%***
170	Recreation	**935,541.00**	**211,910.16**	**723,630.84**	***22.6%***
201	PW: Streets	**675,100.00**	**141,440.34**	**533,659.66**	***20.9%***
205	PW: Maintenance	**386,935.00**	**74,826.65**	**312,108.35**	***19.3%***
680	Debt Service	**87,454.00**	**46,323.96**	**41,130.04**	***52.9%***
900	Interfund Transfers	**949,703.00**	**414,513.93**	**535,189.07**	***43.6%***
	General Fund Expenditures	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	***28.5%***
	Total Operating Expenditures	**13,015,430.00**	**3,929,561.29**	**9,085,868.71**	
	Total Capital Outlay Expenditures	**1,239,800.00**	**3,668.90**	**1,236,131.10**	
	Total Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Total Transfers Out	**949,703.00**	**414,513.93**	**535,189.07**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	
	Personnel	**9,652,280.00**	**2,899,155.17**	**6,753,124.83**	
	Supplies	**722,150.00**	**123,391.75**	**598,758.25**	
	Other Services	**2,641,000.00**	**907,014.37**	**1,733,985.63**	
	Capital Outlay	**1,239,800.00**	**3,668.90**	**1,236,131.10**	
	Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Interfund Transfers for DS	**949,703.00**	**414,513.93**	**535,189.07**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
002 HB1 Modernization Funds				
Revenues	1,285,030.00	686,447.94	598,582.06	*53.4%*
Expenditures	1,888,000.00	500,000.00	1,388,000.00	*26.4%*
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	200,844.23	74,371.91	*72.9%*
Expenditures	608,458.32	213,737.22	394,721.10	*35.1%*
004 Amphitheater Venue Fund				
Revenues	560,000.00	18,853.00	541,147.00	*3.3%*
Expenditures	586,782.00	79,599.62	507,182.38	*13.5%*
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	*1.1%*
Expenditures	95,004.43	400.00	94,604.43	*0.4%*
130 $7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	694,488.24	1,385,267.63	*33.3%*
Expenditures	2,724,201.21	1,429,023.10	1,295,178.11	*52.4%*
156 SE MS METRO TASK FORCE				
Revenues		72,129.06	(72,129.06)	
Expenditures	50,941.00	13,906.17	37,034.83	*27.2%*
157 US Justice Equitable Sharing				
Revenues		1,511.36	(1,511.36)	
Expenditures	50,000.00	25,007.00	24,993.00	*50.0%*
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00	48,930.12	131,734.88	*27.0%*
171 Combined Tidelands Grant				
Revenues	640,226.48	3,250.00	636,976.48	*0.5%*
Expenditures	670,511.17	8,800.00	661,711.17	*1.3%*
172 Library Support Fund				
Revenues	138,964.00	35,904.45	103,059.55	*25.8%*
Expenditures	138,964.00	9,443.00	129,521.00	*6.7%*
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	3,800.00	406,200.00	*0.9%*
Expenditures	406,200.00	17,310.09	388,889.91	*4.2%*

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
176 Shepard State Park				
Revenues	234,000.00	104,924.47	129,075.53	*44.8%*
Expenditures	268,123.00	56,243.38	211,879.62	*20.9%*
177 HB1353 Local Imps: Shepard				
Revenues	200.00	764.66	(564.66)	*382.3%*
Expenditures	79,300.00		79,300.00	
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	93,912.48	191,300.52	*32.9%*
Expenditures	282,506.26	53,753.13	228,753.13	*19.0%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	3,741.94	13,158.06	*22.1%*
Expenditures	7,713.00		7,713.00	
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	129,129.06	268,218.94	*32.4%*
Expenditures	382,825.00	318,600.00	64,225.00	*83.2%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	4,820.87	11,979.13	*28.6%*
Expenditures	11,348.00		11,348.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	164.31	295,217.69	
Expenditures	295,782.00		295,782.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	459,965.00	18,357.50	441,607.50	*3.9%*
Expenditures	459,965.00	18,357.50	441,607.50	*3.9%*
256 S2023 GO Note Debt Service	325,749.00	304,428.00	21,321.00	*93.4%*
Revenues	325,749.00	304,428.00	21,321.00	*93.4%*
Expenditures				
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	150,595.77	44,060.23	*77.3%*
Expenditures	194,556.00	150,452.81	44,103.19	*77.3%*
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	921.47	614,078.53	*0.1%*
Expenditures	712,895.00	587,648.10	125,246.90	*82.4%*
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	5,235.61	764.39	*87.2%*
Expenditures	12,000.00		12,000.00	

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	47,071.89	259,928.11	*15.3%*
Expenditures	5,749,498.02	957,972.47	4,791,525.55	*16.6%*
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	9,985.58	(6,985.58)	*332.8%*
Expenditures	1,050,562.14	29,094.41	1,021,467.73	*2.7%*
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	13,981.88	(10,981.88)	*466.0%*
Expenditures	1,453,660.00	13,000.00	1,440,660.00	*0.8%*
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	215,160.00		215,160.00	
Expenditures	255,510.00		255,510.00	
314 Dolphin-CSX Grade Separation Project				
Revenues	1,500,000.00		1,500,000.00	
Expenditures	1,500,000.00	18,750.00	1,481,250.00	*1.2%*
355 Water Supply & Treatment Plant				
Revenues	0.00		0.00	
Expenditures	106,215.03	30,650.00	75,565.03	*28.8%*
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	23,243.19	(7,637.19)	*148.9%*
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	608,079.61	1,361,216.43	*30.8%*
Expenditures	1,477,157.79	466,407.33	1,010,750.46	*31.5%*
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	85,000.00	2,906,150.00	*2.8%*
Expenditures	2,906,150.00	42,000.00	2,864,150.00	*1.4%*
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	98,575.00	3,351,425.00	*2.8%*

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
401 S2023 GO Note Equipment Fund				
Revenues	**0.00**		**0.00**	
Expenditures	**218,224.25**		**218,224.25**	
404 Solid Waste Fund				
Revenues	**2,343,600.00**	**792,563.86**	**1,551,036.14**	***33.8%***
Expenditures	**2,346,260.00**	**757,919.60**	**1,588,340.40**	***32.3%***
422 Water Meter Replacement				
Revenues	**8,000.00**	**14,781.04**	**(6,781.04)**	***184.7%***
Expenditures	**1,540,000.00**		**1,540,000.00**	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	**1,500.00**	**2,555.16**	**(1,055.16)**	***170.3%***
Expenditures	**0.00**		**0.00**	

JAN 2026
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2026	JAN 2026	Balance	33.33% % to date
Utility Fund Revenues	**11,140,627.00**	**4,029,056.71**	**7,111,570.29**	***36.1%***
General Admin & Operations	**0.00**	**344,677.61**	**(344,677.61)**	
W & S Management & Operations	**3,462,608.00**	**921,447.58**	**2,541,160.42**	***26.6%***
Water & Sewer O & M	**4,541,792.00**	**1,375,701.32**	**3,166,090.68**	***30.2%***
Debt Service	**831,041.45**	**163,013.64**	**668,027.81**	***19.6%***
Transfers	**2,237,749.00**	**414,225.06**	**1,823,523.94**	***18.5%***
Contingencies	**150,000.00**	**0.00**	**150,000.00**	
Utility Fund Expenditures	**11,223,190.45**	**3,219,065.21**	**8,004,125.24**	***28.6%***
Total Operating Expenditures	***7,833,400.00***	***2,629,799.90***	***5,203,600.10***	
Total Capital Outlay Expenditures	***171,000.00***	***12,026.61***	***158,973.39***	
Total Debt Service	***831,041.45***	***163,013.64***	***668,027.81***	
Total Interfund Transfers	***2,237,749.00***	***414,225.06***	***1,823,523.94***	
Total Contingency Expenditures	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***3,219,065.21***	***8,004,125.24***	
Personnel	***610,787.00***	***462,304.36***	***148,482.64***	
Supplies	***466,000.00***	***140,104.20***	***325,895.80***	
Other Services	***6,756,613.00***	***2,027,391.34***	***4,729,221.66***	
Capital Outlay	***171,000.00***	***12,026.61***	***158,973.39***	
Debt Service	***831,041.45***	***163,013.64***	***668,027.81***	
Interfund Transfers	***2,237,749.00***	***414,225.06***	***1,823,523.94***	
Contingencies	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***3,219,065.21***	***8,004,125.24***	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball League**

Introduced by:
Contact Person/Telephone **Chassity Bilbo 497-8000**

Summary Explanation: Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball Leagues. Asphalt Contractors - $250; Dodge Store Gautier - $250; Antonio's Pizza II LLC - $250

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier has taken over the Gautier Youth Baseball and Softball League; and

WHEREAS, in an effort to grow and promote the league, the Athletics Manager is seeking sponsors for the league; and

WHEREAS, several sponsors have offered donations to the City, in the amount of $250, for the purpose of promoting the league, including Asphalt Contractors, Dodge Store Gautier, and Antonio's Pizza II LLC; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations 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 monetary donations from Asphalt Contractors ($250), Dodge Store Gautier ($250), and Antonio's Pizza ($250) for the City of Gautier's Youth Baseball and Softball League 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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	03/11/2026
Subject:	Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

---

REQUEST:
The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Youth Baseball & Softball League.

BACKGROUND:
The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Recreation Department is seeking sponsors for the league to help cover the cost of equipment, registration fees, umpires, etc.

DISCUSSION:
The City of Gautier has received monetary donations from the following sponsors:
1. League Sponsor- $250.00-Asphalt Contractors
2. League Sponsor- $250.00-Dodge Store Gautier
3. League Sponsor- $250- Antonios New York Pizza II LLC

RECOMMENDATION:
The Recreation Department recommends that City Council approve the above monetary donations for the City of Gautier's Youth Baseball & Softball League

The City Council may:
1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Approval of lease purchase agreement with Cadence Bank for four (4) 2026 Ford Explorer Interceptors**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval for the City of Gautier to enter into a lease purchase agreement with Cadence Bank in the amount of $172,012.00 for four (4) 2026 Ford Explorer Interceptors for the Gautier Police Department

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier has identified the need to acquire four (4) 2026 Ford Explorer Interceptor vehicles for use by the Gautier Police Department; and

WHEREAS, with the approved fiscal year budget, the City proposes to finance the purchase through a lease-purchase agreement in the amount of One Hundred Seventy-Two Thousand Twelve Dollars ($172,012.00) for a term of three (3) years; and

WHEREAS, the City received three quotes, with Cadence Bank having the lowest interest rate of 4.47%; and

WHEREAS, City staff requests for the City to enter into a lease purchase agreement with Cadence Bank in the amount of $172,012.00 for four (4) 2026 Ford Explorer Interceptors; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby approves the lease-purchase agreement with Cadence Bank in the amount of $172,012.00 at an interest rate of 4.47% for a three (3) year term for the purchase of four (4) 2026 Ford Explorer Interceptor vehicles for the Gautier Police Department.

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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Sherry Farabee, Deputy City Clerk
Date:	03/11/2026
Subject:	Approval of a lease-purchase agreement with Cadence Bank for four 2026 Ford Explorers for the Police Department.

REQUEST:
City Council approval is requested for the City to enter into a lease-purchase agreement with Cadence Bank in the amount of $172,012.00, at an interest rate of 4.47%, for four (4) 2026 Ford Explorer Interceptors. These vehicles will be for the Police Department.

BACKGROUND:
These vehicles will be purchased from J. Allen Ford. In accordance with this year's budget, we will be financing $172,012.00 through a lease-purchasing agreement from Cadence Bank for a three (3) year term at 4.47% interest rate.

DISCUSSION:
The City Clerk's department received three (3) quotes for the Lease-Purchase Agreement, one was from Cadence Bank for 4.47%,one from The Peoples Bank for 5.05% and the other was from Community Bank for a 5.81% interest rate.

RECOMMENDATION:
Based on the interest rate of 4.47% from Cadence Bank, City staff recommends the City Council authorize the lease-purchase agreement in the amount of $172,012.00 for a three (3) year term.

ATTACHMENTS:
1. Cadence Bank
2. The Peoples Bank
3. Community Bank

CADENCE

CADENCE EQUIPMENT FINANCE

2/19/2026

City of Gautier, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1.	Lessor:	Cadence Equipment Finance, a division of Cadence Bank
2.	Lessee:	City of Gautier, MS
3.	Equipment Description:	Four (4) New 2026 Ford Explorers
4.	Equipment Cost:	$172,012.00
5.	Lease Term:	3 Years
6.	Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) 3 annual payments of $62,647.41 arrears
7.	Lease Rate:	4.47%
8.	Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to change **in the current prime rate of 6.75%.** Any extension of the funding or delivery date must be in writing.
9.	Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 3/18/2026. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

ESTABLISHED 1896

THE PEOPLES BANK

MEMBER FDIC

"Where PEOPLE come first"

P.O. Drawer 529 Biloxi, Mississippi 39533-0529
(228) 435-5511 • (228) 864-2252 • (800) USE MINT (873-6468)
Fax (228) 435-8418

February 23, 2026

City of Gautier
Sherry Farabee, Deputy City Clerk
3330 Hwy 90
Gautier, MS 39553

Re: $171,012.00- Four (4) Ford Exporers Lease Purchase

Dear Ms. Farabee:

For your $171,012.00 par value, legally issued lease purchase note, we will pay $171,012.00 plus accrued interest from date of issuance. Both principal and interest will be payable at The Peoples Bank. The note will bear interest as follows:

In Three (3) equal annual installments beginning one year following issuance of the note at a rate of 5.05%.

Provided that you promptly furnish us, prior to the delivery of the note, without cost to us, a full transcript, properly certified, of all proceedings had prior to and incident to this issue, satisfactorily evidencing to our attorneys the unqualified legality of the issue in all respects; and you agree to take such further action as our attorneys may require, to establish the validity of said issue. This transcript should also state that the note is eligible as pledge collateral under the laws of the State of Mississippi.

The above rate is based on the assumption that the lease purchase note will be and hereby is designated as a "qualified tax-exempt obligation" for the purpose of paragraph (3) of sub-sections 265 (b) of the Internal Revenue Code of 1986, and the city does not anticipate issuing more than $10,000,000.00 of such qualified tax-exempt obligations during the 2026 year.

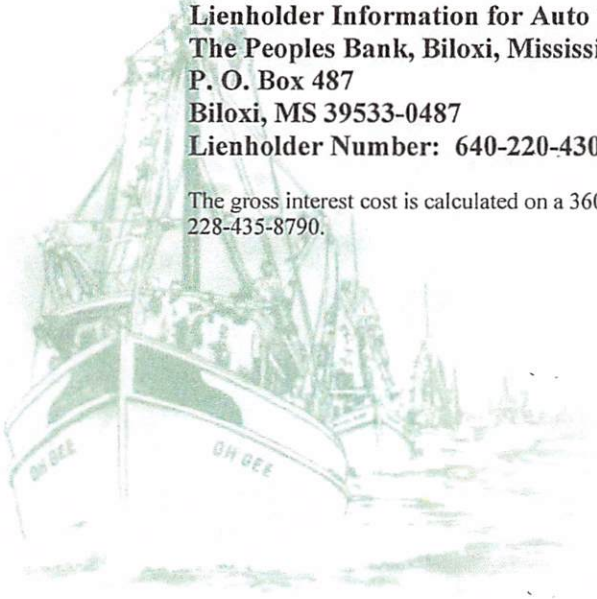
We require titles for each of the vehicles to include the following information listing The Peoples Bank, Biloxi, Mississippi as lienholder and titles delivered to the Bank:

Lienholder Information for Auto Titles:
The Peoples Bank, Biloxi, Mississippi
P. O. Box 487
Biloxi, MS 39533-0487
Lienholder Number: 640-220-430-00

The gross interest cost is calculated on a 360-day basis. If you have any questions on this proposal, please call me at 228-435-8790.

Sincerely,

C.J. Dunaway
Vice President/Investments
The Peoples Bank



ANNUAL BLESSING OF THE SHRIMP FLEET
A CEREMONY DATING BACK OVER 300 YEARS



* % 60%03022026% *

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$171,012.00	03-02-2026	03-02-2029		001		CCS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: CITY OF GAUTIER

Lender: The Peoples Bank, Biloxi, Mississippi
Main Office
152 Lameuse Street
Biloxi, MS 39530-4214

Disbursement Date: March 2, 2026
Interest Rate: 5.050

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-02-2027	62,943.94	8,756.05	54,187.89	116,824.11
2	03-02-2028	62,943.94	5,997.94	56,946.00	59,878.11
3	03-02-2029	62,943.95	3,065.84	59,878.11	0.00
TOTALS:		**188,831.83**	**17,819.83**	**171,012.00**	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 25.4.40.001 Copr. Finastra USA Corporation 1997, 2026. All Rights Reserved. - MS C:\LPWIN\CFI\LPL\AMORT.FC TR-1166 PR-14

COMMUNITY BANK

CashFlow LEASE

19 February 2026

City of Gautier
3330 US-90
Gautier, MS 39553

C/O Rick Hilsabeck

We appreciate the information you have provided and are pleased to provide you with the following lease proposal. This proposal is subject to final credit approval and assumes use of our standard lease documentation. Unless previously extended in writing, this proposal will expire 30 days from today's date. **All pricing is net of applicable taxes.**

Lessee:	City of Gautier
Lessor:	BancLeasing, LLC™ and/or its Assigns (Community Bank)
Base Lease Commencement:	First of the month following acceptance of the vehicle
Payments Due:	Annually; In Arrears
Equipment Type:	**(4) 2026 Ford Explorer Police Vehicles**
Lease Financed Amount:	$172,012
Lease Type:	Municipal
Base Lease Term:	3 Years
Annual Payments:	$64,135
Annual Interest Rate:	**5.81%**
End-of-term:	Purchase the configuration for $1.00
Documentation Fee:	-0-
Lease Rate Adjustment:	The lease payment is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change from the date of this proposal in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The Lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact one of us with questions or requests for additional information. We look forward to developing a mutually beneficial relationship with you.

Rick Hilsabeck

Rick Hilsabeck, Assistant Vice President
Community Bank
228.312.1525
rick.hilsabeck@communitybank.net

Bart Shaw

Bart Shaw, Senior Account Executive
BancLeasing, LLC
214.778.1847
fbshaw@bancleasing.com

Agreed to & Accepted by **Lessee:** **City of Gautier**

Signature Date

Name Title

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: March 17, 2026
Title: Authorization to advertise for Request for Proposals for Disaster Debris Removal Services

Introduced by:
Contact Person/Telephone Sam King 497-8000 ext. 306

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Debris Removal Services

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Debris Removal Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Disaster Debris Removal Services in of disaster-related debris of every kind and nature from public right of ways within the incorporated area, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

WHEREAS, if approved, this advertisement will publish in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Removal Services.

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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Removal Services

---

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal (RFP) for experienced and qualified firms for Disaster Debris Removal Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Debris Removal Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Removal Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

CITY OF GAUTIER

REQUEST FOR PROPOSAL
DISASTER DEBRIS REMOVAL SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Debris Removal Services of disaster related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Removal Services through an open advertised RFP process. Respondent shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Removal Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.

2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.

5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

B. The City of Gautier Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 32-40).

C. RFP Contact Information for Questions:

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5 p.m. (CT) on **April 20, 2026.**

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) **on April 20, 2026**. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/ container and clearly marked on the exterior of the package: "**DISASTER DEBRIS REMOVAL SERVICES.**"

Mail or Ship Sealed RFP Packages OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Removal Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For Sealed RFP Packages, to be considered, submit one (1) color original paper submittal, six (6) copies of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/ container and clearly marked on the exterior of the package:

DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than once source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.

2. **Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. (*Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and*

all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.

   (2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding the financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of the award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

The City of Gautier seeks disaster related Debris Removal Services. This includes debris removal of every kind and nature from public rights of way within the incorporated areas, from City property, beaches (if applicable), and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an emergency situation, as well as to restore the public areas to normal condition. The Contractor understands and agrees that disaster debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Disaster debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of the collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only

shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave the remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) **Removal of Vegetative Debris:**
   As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) **Site Management and Reduction of Vegetative Debris by Grinding:**
   The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by

the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) **Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:**
Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

4) **Site Management and Reduction of Vegetative Debris by Burning:**
The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) **Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:**
Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

6) **Remove, Haul, and Dispose of C&D Debris:**
As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to the final disposal site approved by

the state environmental agency. All items associated with structure demolition shall be included in this pay item:

i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket hasbeen issued.
iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner-approved final disposal site in

accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from a RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose, if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling, or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW.

The Contractor will segregate these items from other debris, then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage ways, streams, and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals, and oceans which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel Removal of abandoned vehicles and vessels shall include:

i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in the categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether on private property or public property or obstructed by debris. This is a nonexclusive contract and does not guarantee a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

ii. The Contractor assumes responsibility for damage incurred during the towing, removal, and relocation of the vehicles and vessels, and for any and all claims of damage that result from the removal of the vehicles and vessels.

iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative or Monitor at the site full-time to

verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.

vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.

vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.

viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

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

x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.

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

xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.

xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.

xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.

xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

xvi. The Contractor represents that he is familiar with local conditions.

xvii. Major sections of vehicles (not individual parts) severed by the storm, maybe hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.

xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's, and Shipping Containers from public property, private property (if approved) and rights-of-way.

xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.

xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if

approved), and rights-of-way.

xxii. Abandoned Vessels - 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will

be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.

c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

d. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information;

1. Truck and/or trailer license number.
2. Year, make and color of each truck and trailer.
3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

C. Billing

The winning respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the disaster debris removal operations and must be approved by the Owner prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment are the responsibility of the

Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the City, Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the Respondent elects to sub-contract with any firm, for any portion of the work, the Respondent shall be responsible for all work performed by any sub-contract and the Respondent shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If

the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Respondent shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent, or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for

damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, Commercial General Liability, and Business Auto Liability with minimum limits of liability of $1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The Respondent shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the Respondent.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Removal Services contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew for a period of two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding,

agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Respondent shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens

or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, “Termination"). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs

and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Respondent understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Respondent agrees during the term of the agreement that Respondent will strictly adhere to this policy in its employment practices and provision of services. Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

   The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require RESPONDENT to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to RESPONDENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, RESPONDENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

a) Cancel the stop work order; or

b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:
   If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, RESPONDENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or RESPONDENT price, or both, and the contract shall be modified in writing accordingly, if:

   a) The stop-work order results in an increase in the time required for, or in RESPONDENT'S properly allocable to, the performance of any part of this contract; and

   b) RESPONDENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
   If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
   Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:
RESPONDENT represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in RESPONDENT'S proposal.

N. Acknowledgement of Amendments:
Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City, by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure this contract.**

P. E-Invoices and Payment. The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, RESPONDENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RESPONDENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, RESPONDENT agrees to provide a copy of each such verification. RESPONDENT further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject RESPONDENT to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to RESPONDENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, RESPONDENT would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFPs are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. The City may require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, six (6) copies of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8-1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections, and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster debris removal services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris removal services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach
In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History
In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing
In this section, respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Form Appendix B, Attachment A (see pg. 44).

Section 7: References
Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: **THE CITY OF GAUTIER** **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its

terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part if this contract: and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract or technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 6 copies of the bid form, 7 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier, Mississippi.
(2) A professional license or certificate in the field of [specialty area].
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the

bidder; and

(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of $100,000 shall be required of the successful bidder. Upon activation of the contract, a performance bond of $1,000,000 is required. n additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER **APPENDIX B**

REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for
DISASTER DEBRIS REMOVAL SERVICES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ **Capacity**		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

CONTRACTOR'S PRICE PROPOSAL FORM ***ATTACHMENT A***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

Date _____

Proposal of _____ (hereinafter called "Contractor"), authorized to do business under the laws of the State of Mississippi, proposes to the City of Gautier (hereinafter called "Owner"):

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER RELATED DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part. Unbalanced pricing will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Task Order issued by the Owner, and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

_____
_____
_____

Contractor agrees to perform work under a Task Order issued by the Owner in accordance with the specifications and other information included in the contract documents for the following prices:

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	**Removal, Haul, and Dispose of Eligible Vegetative Debris**	Cubic Yard	_____ _____	$_____
2.0	**Site Management and Reduction of Vegetative Debris by Grinding**	Cubic Yard	_____ _____	$_____
3.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding**	Cubic Yard	_____ _____	$_____
4.0	**Site Management and Reduction of Vegetative Debris by Burning**	Cubic Yard	_____ _____	$_____
5.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Burning**	Cubic Yard	_____ _____	$_____
6.0	**Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site**	Cubic Yard	_____ _____	$_____
7.0	**Removal of Hazardous Hanging Limbs and placement on public property or ROW**	Per Tree	_____ _____	$_____
8.1	**Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW**	Per Tree	_____ _____	$_____
8.2	**Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW**	Per Tree	_____ _____	$_____
8.3	**Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW**	Per Tree	_____ _____	$_____
8.4	**Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW**	Per Tree	_____ _____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
9.1	**Removal of Hazardous Stumps Over 24 and up to 36 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
9.2	**Removal of Hazardous Stumps Over 36 and up to 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
9.3	**Removal of Hazardous Stumps Over 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
10.0	**Removal, Hauling and Disposal of Regulated Asbestos Containing Material (RACM)**	Cubic Yard	_____ _____	$_____
11.0	**Removal, Hauling and Recycling or Disposal of White Goods**	Per Each	_____ _____	$_____
12.0	**Removal, Hauling and Recycling or Disposal of Electronics Waste**	Cubic Yard	_____ _____	$_____
13.0	**Removal, Hauling and Recycling or Disposal of Concrete and Masonry**	Cubic Yard	_____ _____	$_____
14.0	**Removal, Hauling and Disposal of Household Hazardous Waste (HHW)**	Per Pound	_____ _____	$_____
15.0	**Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines**	Per Each	_____ _____	$_____
16.0	**Removal, Hauling and Recycling or Disposal of Abandoned Tires**	Per Each	_____ _____	$_____

Item No.	**Item Description**	**Unit**	**Unit Price (Written)**	**Unit Price (Numeric)**
17.0	**Removal, Hauling and Recycling or Disposal of Debris from Drain-ways, Streams and Bayous**	Per Linear Foot	_____ _____	$_____
18.0	**Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans**	Cubic Yard	_____ _____	$_____
19.1	**Removal of Abandoned Vehicles (Cars, Trucks, Vans)**	Per Each	_____ _____	$_____
19.2	**Removal of Abandoned Campers, RV's, and Shipping Containers**	Per Each	_____ _____	$_____
19.3	**Removal of Abandoned Buses and Tractor Trailers**	Per Each	_____ _____	$_____
19.4	**Removal of Abandoned Utility and Boat Trailers**	Per Each	_____ _____	$_____
19.5	**Removal of Abandoned Vessels – 10 to 26 Feet**	Per Linear Foot	_____ _____	$_____
19.6	**Removal of Abandoned Vessels – 27 to 40 Feet**	Per Linear Foot	_____ _____	$_____
19.7	**Removal of Abandoned Vessels – Over 40 Feet**	Per Linear Foot	_____ _____	$_____

Signature _____ By _____

Title _____ Date _____

Respectfully Submitted:

_____	_____
Business	Name (please print)
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	E-mail
_____	_____
Office Phone	Fax Number

DRUG-FREE WORKPLACE FORM ***ATTACHMENT B***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM ***ATTACHMENT C***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____(AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____(TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER DEBRIS REMOVAL SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 21__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM ***ATTACHMENT D***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

PERTAINING TO THE SOLVENCY OF _____(COMPANY/FIRM), being duly sworn I, _____(AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____20__ .

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM *ATTACHMENT E*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of the City of Gautier ("City "). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis, or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgment when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBYING CERTIFICATION FORM ***ATTACHMENT F***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes_____ (Number _____)	No _____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____
Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM ***ATTACHMENT G***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE ***ATTACHMENT H***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, or corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ initial

Conflicts of Interest
The Respondent
[ ] is [ ] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
_____ initial

Representation Regarding Contingency Fees
The Responder
[ ] has [ ] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
_____ initial

Representation Regarding Gratuities
The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not
contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.
_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature_____ Date _____

Name (Printed) _____ Title _____

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.***

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BY AND BETWEEN THE CITY OF GAUTIER AND *(AGENCY/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY " and generally as "CITY," and *(COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. **Purpose:** Then City seeks disaster related Debris Removal Services. This includes disaster debris removal of every kind and nature from public rights of way within the incorporated areas, from City property and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. *(Company Name)* shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in *(Company Name)* proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the

shortest time possible. Debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:
The Contractor shall manage one or more DMS site and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:
Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

4) Site Management and Reduction of Vegetative Debris by Burning:
The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:
Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket hasbeen issued.
iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis.

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City Representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated

from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner -approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner t-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage-ways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, and canals which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel removal of abandoned vehicles and vessels shall include:

i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State, and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.

iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative/Monitor at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels

transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.

vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.

vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.

viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

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

x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.

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

xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.

xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.

xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance

company storage fees or other fees for picking up vehicles or vessels.

xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Gautier Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

xvi. The Contractor represents that he is familiar with local conditions.

xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.

xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.

xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.

xxii. Abandoned Vessels- 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.

c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
   1. Truck and/or trailer license number;
   2. Year make and color of each truck and trailer;
   3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the

Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City conditioned upon satisfactory performance during the prior contract term as determined by the City. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of two and half (2.5) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract, the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page ___. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page ___ of said addendum is the rate table for this contract, which is incorporated herein by reference.

B. *(Company Name)* shall invoice the City monthly. The final invoice shall be submitted only after the final product has been accepted by the City.

C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.

2. The City will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City. Further, any office equipment purchased with prior written approval will be processed through the City Inventory Control Department and will remain the property of the City after the completion of services under this contract.

E. *(Company Name)* shall have the right to internally manage its own staff, time, and expenses. The City shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*.

2. Technical Specialist- *(number)*, and;

3. Administrative Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance**. *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of *(Company Name)* to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with the City of Gautier**. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. *(Company Name)* shall comply with applicable Federal, State, and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. *(Company Name)* agrees to conform to existing policies, rules, and regulations of the City. *(Company Name)* agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits, and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.

E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.

G. **Equal Employment Opportunity.** *(Company Name)* understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during

the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services

H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

   a. Cancel the stop work order or;

   b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

   a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and

   b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures

identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification, or other document granted to *(Company Name)* by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and

expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the City of Gautier. If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.

D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,

2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

    a. To protect all confidential information provided by one party to the other;

b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City pursuant to the agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be

deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, and the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other

party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.

AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to

reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right. The City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. **Termination for Convenience Clause.**

1. Termination. The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.

2. Contractor's Obligations. *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default**. If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the

extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies**. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

_____ _____

Carlos Moulds
City of Gautier

Date

_____ _____

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

-EXAMPLE-

TASK ORDER NO._____
Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.
By and Between
The City of Gautier ("Owner")
and
***(Company Name)* ("Contractor")**

City of Gautier Authorized Contact Name:
_____

(Company/Contractor) **Contact Name:**
_____

City of Gautier Authorized Contact Number:
_____

(Company/Contractor) **Contact Number:**
_____

City of Gautier Contact E-Mail Address:
_____

(Company/Contractor) **E-Mail Address:**
_____

1. **Scope of Work:**

2. **Location/Client Facility Involved:** *(example - City wide)*

3. **Period of Performance:**

4. **Authorized Funding Source:**

5. **Special Provisions:**

Owner: City of Gautier:
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

(Company/Contractor Name):
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Authorization to advertise Request for Proposals for Disaster Response Services and Supply Firms**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000**

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Response Services and Supply Firms

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Response Services and Supplies; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's response and recovery options; and

WHEREAS, this proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request to eliminate immediate threats to public health and safety; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws to limit any subsequent audits and reviews; and

WHEREAS, if approved, this advertisement will publish in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Response Services and Supplies.

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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Response Services and Supply Firms

---

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal (RFP) for experienced and qualified firms to provide Disaster Response Services and Supplies.

BACKGROUND:

The objective of this RFP is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations.

This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

City of Gautier

REQUEST FOR PROPOSAL

DISASTER RESPONSE SERVICES AND SUPPLIES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

The objective of this RFP is to identify and contract through an open advertised RFP process for a pre-event contract for Disaster Response Services and Supplies. The contract does not bind the City to activate any or all of the terms of the contract and such activation is at the sole discretion of the City of Gautier. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its emergency response services, supplies, equipment, and logistics capabilities in the event of a disaster.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act.

2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).

3. Disaster Recovery Reform Act 2018.

4. Sandy Recovery Improvements Act 2013.

5. U.S. Environmental Protection Agency and Mississippi Department of Environmental Quality Laws, Regulations, and Guidance.

6. Federal Office of Management and Budget (OMB) Super Circular Guidelines (2 CFR 200.317 through 326) for all Federal and non-Federal Agencies participating in Federal Grants.

7. Historical Preservation Laws – The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Disaster Response Services and Supplies.

B. City of Gautier (Required Clauses):

The City of Gautier will utilize its "Required Clauses in Solicitations of Bids, Proposals, or Statements of Qualifications for Disaster Response Services and Supplies." These Required Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the required clauses is attached as Appendix A (see pg. 25 - 32)

C. RFP Contact Information for Questions:

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5:00 p.m. (CT) on April 20, 2026**.**

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

****Interested firms may not contact any staff member of the City of Gautier, except above-referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.***

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on April 20, 2026. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages must be submitted in a SEALED envelope/container and clearly marked on the exterior of the package: "DISASTER RESPONSE SERVICES AND SUPPLIES."

Mail or Ship RFP Packages to - OR - Hand Deliver RFP Packages to:
City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Response Services and Supplies RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

To be considered, submit one (1) color original paper submittal, six (6) copies which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package:

DISASTER RESPONSE SERVICES AND SUPPLIES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.

2. **Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. (*Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is*

encouraged).

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.

   (2) Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, or other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded BID/CONTRACTOR, City staff may review records of performance to ensure that the BID/CONTRACTOR is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the

BID/CONTRACTOR no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

K. Bid Bond: To be considered, all responses to this solicitation must be accompanied by a bid bond, certified check, or cashier's check in the amount of $50,000, payable to the Owner. The security will be returned to the unsuccessful proposer(s) as soon as practicable after the award. Security will be returned to the successful proposer after full execution of contract document. Should the successful proposer fail to timely execute the contract, the entire proposal security shall be forfeited.

L. Performance and Payment Bonds: Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (I) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

II. General Requirements

A. Background:

City of Gautier, Mississippi is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety, and well-being during the response to an emergency/disaster situation in the shortest time period possible. Respondents understand and agree that the provision of services and supplies as requested is in the most expeditious manner possible, is of the utmost importance, and it will provide services requested within twenty-four (24) hours of a request by the City to do so.

The scope of services, as described in the fee schedule (see Attachment A – page 24 of the RFP) shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded the Disaster Response Services and Supplies Contract.

The City, at its sole discretion, may seek some, all, or none of the services on the fee schedule (Attachment A – pages 27 - 30 of the RFP) and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued.

1. **Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
   a. Recovery process documentation-create recovery process documentation plan.
   b. Maintain documentation of recovery process.
   c. Provide written and oral status as requested by the City.
   d. Review documentation for accuracy and quantity.
   e. Assist in preparation of claim documentation.

   These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

2. **Equipment:**
   a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT, and safety regulations, and are subject to the approval of the City.

   b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of supplies. The listing shall include the following information:
      i. Drivers Name and a copy of the Driver's License.
      ii. Truck and/or trailer license number.
      iii. Year, make, and color of each truck and/or trailer.
      iv. Size of each trailer.

   c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. **Services and Emergency Protective Measures.**
   The City may elect to request any of the following services or any sub-part thereof.

These services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by the City of Gautier, including police cruisers and fire / rescue vehicles with the fire districts. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, four (4) distribution points as selected by the City.

b. Janitorial, Laundry and Catering Services for City workers. Company shall be able to provide:
   i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
   ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 140 City employees (for Company's planning purposes only; no amount is guaranteed);
   iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
   iv. Portable shower services; and
   v. Laundry and janitorial services as directed.

c. Temporary shelter space at sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:

   i. City office space;
   ii. Volunteer Organizations;
   iii. City of Gautier Residents; and
   iv. Other groups as directed by the City.

d. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting, and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

e. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

f. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat), and First Aid Stations.

g. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.
None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City (Appendix D). Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task

should be accomplished, the authorized pay item on the Fee Schedule Form Attachment "A" and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

C. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. The City will issue a Notice of Alert, for pre-staging purposes, prior to issuance of a Notice to Proceed. There shall be no costs incurred by the City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by the City until Task Order designating services and pay item desired and a Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science, and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once a Notice of Alert is issued. In the event of communication failure, due to disaster, a contractor representative must report to the City of Gautier City Hall as soon as the disaster conditions allow for further instruction by the City. The Gautier Police Department is a secondary place to report in the event that City Hall is evacuated. The City reserves the right in severe emergency to issue task orders, notices to proceed, and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Respondent must have enough labor, equipment, supplies, and manpower to respond within twenty-four (24) hours. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

D. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract. **The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as providing insurance.**

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations

during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the BID/CONTRACTOR elects to sub-contract with any firm, for any portion of the work, the BID/CONTRACTOR shall be responsible for all work performed by any sub-contract and the BID/CONTRACTOR shall not be relieved of any obligations under this contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any BID/CONTRACTOR, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted

and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The BID/CONTRACTOR shall not commence work under this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the BID/CONTRACTOR.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew in two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations may follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the BIDDER/CONTRACTOR agrees to the following: "BIDDER/CONTRACTOR certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. BID/CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price minus 10% for retainage. The City will withhold 10% retainage from amounts due to the Contractor to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of

a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event, the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the

time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL." Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

BID/CONTRACTOR understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and BID/CONTRACTOR agrees during the term of the agreement that BID/CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. BID/CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

   The City, may, by written order to BID/CONTRACTOR at any time, and without notice to any surety, require BID/CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to BID/CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, BID/CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

   a) Cancel the stop work order; or

   b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

   If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, BID/CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or BID/CONTRACTOR price, or both, and the contract shall be modified in writing accordingly, if:

   a) The stop-work order results in an increase in the time required for, or in

BID/CONTRACTOR's properly allocable to, the performance of any part of this contract; and

b) BID/CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
   If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
   Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

BID/CONTRACTOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in BID/CONTRACTOR's proposal.

Note: The following clause shall be completed and conspicuously placed within the response
PROSPECTIVE BID/CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective BID/CONTRACTOR represents as a part of such BID/CONTRACTOR's proposal that such BID/CONTRACTOR has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

P. **E-Invoices and Payment.** The City requires the Contractor to submit invoices throughout the

term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, BID/CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. BID/CONTRACTOR agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, BID/CONTRACTOR agrees to provide a copy of each such verification. BID/CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject BID/CONTRACTOR to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to BID/CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, BID/CONTRACTOR would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25- 61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

X. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Y. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Z. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AA. Department of Homeland Security (DHS) Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

BB. <u>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</u>

1. 2 CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

DD. Performance and Payment Bonds:

Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing

labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience

4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) color original paper submittal and six (6) copies which shall include all required documents and any supplemental information. The RFP documents will be on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;

- A brief statement of the respondent's understanding of the services required and qualifications to provide Disaster Response Services and Supplies;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing Disaster Response Services and Supplies including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate

an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

Respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Fee Schedule Form provided herein as Attachment A (see pg. 24). Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Fee Schedule Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Fee Schedule Form Attachment A (see pg. 24).

Section 7: References

Provide five (5) references from projects completed in the past five (5) years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits.
- Drug Free Work Place Form (Complete and Submit).
- RFP Affidavit (Complete and submit).
- RFP Affidavit of Solvency (Complete and Submit).
- Conflict of Interest Disclosure Form (Complete and Submit).
- Anti-Lobbying Certification Form (Complete and Submit).

- Suspension and Debarment Certification Form (Complete and Submit).
- Acknowledged Addenda (If Applicable).

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: **CITY OF GAUTIER** **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER RESPONSE SERVICES AND SUPPLIES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(a) cancel the stop work order; or
(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required

by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions or the technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90,Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and nine (9) copies of the bid form, ten (10) copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within one hundred twenty (120) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by

way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier, Mississippi.
(2) A professional license or certificate, if applicable.
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been

supplied and affixed by the U.S. Postal Service on the date of mailing.

Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City regarding the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.
(2) Performance surety: An initial performance bond upon award in the amount of $1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the

discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

CITY OF GAUTIER, MISSISSIPPI **APPENDIX B**
REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for

DISASTER RESPONSE SERVICES AND SUPPLIES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Fee Schedule Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHEMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHEMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist /Signature Page Form (Complete and Submit ATTACHMENT H)		
	▪ Acknowledged Addenda (If Applicable)		
9	**Capacity for Performance**		
	▪ Number and title of Staff providing service		

SUBMIT
ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

FEE SCHEDULE FORM **ATTACHMENT A**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. "Cost plus percentage" prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided in this manner.

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Sleep trailers – specify number of beds per trailer. Beds per trailer: _____	Per Week	_____ _____	$_____
2.0	Sleep tents – specify number of beds per tent. Beds per tent: _____	Per Week	_____ _____	$_____
3.0	Bed units (Cots, Pillows, Sheets, Blankets). Specify number of bed units:	Per Week	_____ _____	$_____
4.0	Catering/Food Preparation			
4.1	Hot meal, drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	$_____
4.2	Box lunch (Not MRE), drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	$_____
5.0	Ice - Specify size _____ LB bag.	Per Bag	_____ _____	$_____
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: _____	Per Week	_____ _____	$_____
7.0	Shower trailers (w/all water supply, etc. includes servicing waste water tank). Specify number of shower stations per trailer: _____	Per Week	_____ _____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)

8.0	Portable restroom trailer. (Includes servicing waste water tank.) Specify number of stations per trailer. _____	Per Week	_____ _____	$_____
9.0	Portable restroom (port-a-john, single unit, to include servicing).	Per Week	_____ _____	$_____
10.0	Hand wash units w/ water supply, etc. Specify type and number of stations: ____	Per Week	_____ _____	$_____
11.0	Bottled water, per case - Specify bottle size in oz: _____	Per Case	_____ _____	$_____
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: _____	Per Week	_____ _____	$_____
13.0	First aid station w/ First Aid Team - supplies to accommodate 500 personnel (well stocked for immediate care in emergencies. Includes trauma dressing tourniquet, eye-wash kit)	Per Week	_____ _____	$_____
14.0	Trash receptacles – Specify type and size in cu yd. (Dumpster, Trash bin with lid, etc.). Type: _____ Size: _____Cu yd.	Per Week	_____ _____	$_____
15.0	Garbage Disposal Service per dump. Type: _____ Size: _____ Cu yd.	Per Week	_____ _____	$_____
16.0	Internet kit and WiFi Hot Spot distribution (capaCity to operate 300 WIFI devices at a minimum)	Per Week	_____ _____	$_____
17.0	Forklifts – minimum 6000lb all-terrain	Per Week	_____ _____	$_____

Item No.	**Item Description**	**Unit**	**Unit Price (Written)**	**Unit Price (Numeric)**

18.0	Air conditioning and heating 10 ton Portable unit for temporary facility	Per Week	_____ _____	$_____
19.0	Generators/Power Distribution – with power cord			
19.1	5kW	Per Week	_____ _____	$_____
19.2	100kW	Per Week	_____ _____	$_____
19.3	350kW	Per Week	_____ _____	$_____
19.4	500kW (Service Complex Building/AC)	Per Week	_____ _____	$_____
20.0	Temporary office modular trailer. Furnished with minimum of 4 desks and 4 desk chairs – Specify modular size by length x width in ft. Modular building size: _____	Per Week	_____ _____	$_____
21.0	Laundry service per person. (Based on 500 personnel.)	Per Person/ Week	_____ _____	$_____
22.0	Towable/Portable Communications Trailer - Provides Internet connectivity via **Satellite** while establishing secure local area wifi hotspot. Provides satellite phone telecommunications via VOIP. Type: Size:	Per Week	_____ _____	$_____
23.0	Emergency fuel and distribution			
23.1	Gas - Bulk price delivered	Cost + Fixed Fee	_____ _____	$_____
23.2	Diesel - Bulk price delivered	Cost + Fixed Fee	_____ _____	$_____
24.0	Fueling stations - Operation and monitored at designated sites	Each per Week	_____ _____	$_____

Respectfully Submitted:

Signature _____ By _____

Title _____ Date _____

DRUG-FREE WORKPLACE FORM **ATTACHMENT B**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM **ATTACHMENT C**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____(AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____(TITLE) of _____(COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RESPONSE SERVICES AND SUPPLIES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

PERTAINING TO THE SOLVENCY OF _____(COMPANY/FIRM),

being duly sworn I, _____(AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20___.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM **ATTACHMENT E**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a BID/CONTRACTOR's/contractor's professional judgment in completing work for the benefit City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

BID/CONTRACTORs/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. BID/CONTRACTORs / Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the BID/CONTRACTOR's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging s an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBBYING CERTIFICATION FORM **ATTACHMENT F**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable:	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes_____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____
Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, City, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, City, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, City, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM ATTACHMENT G

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Gautier, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Gautier, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE **ATTACHMENT H**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ CONFIRMED

Conflicts of Interest
The Contractor
[ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees
The Responder
[ ] has [ ] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities
The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

_____ _____
Signature Date

_____ _____
Name (Printed) Title

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.***

NON-EXCLUSIVE CONTRACT FOR DISASTER RESPONSE SERVICES AND SUPPLIES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND *(CONTRACTOR/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and *(CONTRACTOR/COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. Purpose: (Company Name) will assist City of Gautier, Mississippi by providing Disaster Response Services and Supplies in the event of a natural disaster or emergency. This contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies Contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. *(Company Name)* will assist the City staff in meeting statutory and regulatory mandates; with technical issues related to implementing Scopes of Work to ensure full compliance with all Federal, State, and local laws in order to limit any subsequent audits and reviews.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the scope of services as described below and as described in the fee schedule (see Addendum A – Request for Proposal (RFP) pg. 24). This scope of work shall be considered a minimum standard to meet in providing Disaster Response Services and Supplies Service. The City, at its sole discretion, may seek some, all or none of the services on the fee schedule and may, during an emergency, require additional services not

addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued. **The Specific tasks include, but are not limited to, the following**

1. **Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
   a. Recovery process documentation-create recovery process documentation plan.
   b. Maintain documentation of recovery process.
   c. Provide written and oral status as requested by the City.
   d. Review documentation for accuracy and quantity.
   e. Assist in preparation of claim documentation.

   These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2. **Equipment:**
   a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the City.

   b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of supplies. The listing shall include the following information:
      i. Drivers Name and a copy of the Driver's License.
      ii. Truck and/or trailer license number.
      iii. Year, make, and color of each truck and/or trailer.
      iv. Size of each trailer.

   c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. **Services and Emergency Protective Measures.**
   The City may elect to request any of the following services or any sub-part thereof. These Services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

   a. Fuel Supply
      Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by City of Gautier, including police cruisers and fire/rescue vehicles with the fire districts. Company will provide

sufficient personnel and equipment to maintain and secure, at a minimum, five (5) distribution points as selected by the City.

b. Janitorial, Laundry and Catering Services for City workers.
Company shall be able to provide:
   i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
   ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 700 City employees (for Company's planning purposes only; no amount is guaranteed);
   iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
   iv. Portable shower services; and
   v. Laundry and janitorial services as directed.

c. Temporary Shelter Space At sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
   i. City office space;
   ii. Volunteer Organizations;
   iii. City of Gautier Residents; and
   iv. Other groups as directed by the City.

h. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

i. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

j. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat) and First Aid Stations.

k. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.
None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City. Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the pay item on Exhibit "B" authorized and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

F. **Deployment**
Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-

staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters etc. is not an exact science and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to the City of Gautier Emergency Operations Center as soon as the disaster conditions allow for further instruction by the City. The City reserves the right in severe emergency to issue task orders, notices to proceed and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Contractor must have enough labor, equipment, supplies and manpower to respond within twenty-four (24) hours. Contractor agrees to work diligently to provide services and supplies by the earliest possible date.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that if language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, Including Addendum A – Request for Proposal (RFP) and Scope of Services, Contractors Proposal, duly authorized Change order, General Conditions, Notices, Bonds, and Contractor's Qualifications.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than Close of Business *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of tow and half (2.5) years under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above will decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether the activate the contract as it deems services are required.

V. **Consideration and Payment.**

A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personal and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

B. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend operations due to inclement weather. The performance

period may be extended for weather delays. The Contractor shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

C. *(Company Name)* shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

D. As consideration for performance of the contract by *(Company Name)*, City of Gautier shall pay the amount for services not to exceed *(Contract Dollar Amount) (Contract Dollar Amount Spelled Out)*. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page 20 of said addendum is the rate table for this contract, which is incorporated herein by reference.

E. *(Company Name)* shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

F. *(Company Name)* shall invoice City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by City of Gautier.

G. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

H. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.

2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the propertythe of City of Gautier after the completion of services under this contract.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Gautier and shall be authorized as permitted under Federal, state and local law to perform such services.

VII. **Insurance**. The BID/CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and

classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (Company Name) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with City of Gautier, Mississippi**. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and the Contractor for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable Federal, State and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits and Fees.** The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of BID/CONTRACTOR.

D. **Representation Regarding Contingent Fees.** The Contractor represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

E. **Representation Regarding Gratuities.** The bidder, offeror, Contractor, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A of Addendum A and incorporated herein by reference.

G. **Equal Employment Opportunity.** The Contractor understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services

H. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

a. Cancel the stop work order or;

b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

b. The Contractor asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system," means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the Gautier City Council. If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs,

and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

D. **Authority to Contract.** Contractor represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the Contractor is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City of Gautier reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactorythe to City of Gautier in a timely manner and at no additional the cost to City of Gautier. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included in Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Gautier and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify City of Gautier in writing of this belief. If City of Gautier believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and,

2. All data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

    a. To protect all confidential information provided by one party to the other;

    b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

    c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

    d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

4. Requests to review proprietary information will be handled in accordance with the State of Mississippi Public Records Policy found at 31 Miss. Admin. Code, Pt. 201, R. 3.1-3.7.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreemethe nt, City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend

such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, the and City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to the Contractor any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City of Gautier shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or the Contractor on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
City of Gautier
3330 Highway 90
Gautier, MS, 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and the Contractor.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by the Contractor.

AA. **Ownership of Documents and Work Papers. The** City of Gautier shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this agreement, the Request for Proposal for 'Disaster Response Services and Supplies' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City of Gautier, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and City of Gautier. The rights of the City of Gautier are in addition and without prejudice to any other right City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of the Contractor.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** Contractor will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

HH. **Termination for Convenience Clause.**

3. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

4. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default**. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the

Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, “Termination"). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies**. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Gautier upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** The contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Contractor shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

OO. **Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PP. **Domestic preferences for procurements.**

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

QQ. **Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RR. **Department of Homeland Security (DHS) Seal, Logo and Flags.**
The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SS. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

1. 2CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TT. **Performance and Payment Bonds:** Upon activation of the contract and prior to beginning work, the Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

This written document, along with all addendums as well as other documents listed in paragraph **IX General Terms and Conditions, item BB Priority**, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

_____ _____

Name, City Manager
City of Gautier

Date

_____ _____

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

CITY OF GAUTIER **APPENDIX D**
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES

-EXAMPLE-

TASK ORDER NO._____
Issued Pursuant to Disaster Response Services and Supplies Contract Effective *(date), (year)*.
By and Between
City of Gautier ("Owner") and
***(Company Name)* ("Contractor")**

City of Gautier Authorized Contact Name: *(Company/Contractor)* **Contact Name:**

City of Gautier Authorized Contact Number: *(Company/Contractor)* **Contact Number:**

City of Gautier Contact E-Mail Address: *(Company/Contractor*) **E-Mail Address:**

1. **Scope of Work:**
2. **Location/Client Facility Involved:** *(example - Citywide)*
3. **Period of Performance:**
4. **Authorized Funding Source:**
5. **Special Provisions:**

Owner: City of Gautier: *(Company/Contractor Name)*:
By: **By:**
Print Name: **Print Name:**
Title: **Title:**

Date: **Date:**
Address: **Address:**

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Authorization to advertise Request for Proposals for Disaster Debris Monitoring Services**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000**

Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Debris Monitoring Services

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms for Disaster Debris Monitoring Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws to limit any subsequent audits and reviews; and

WHEREAS, if approved, this advertisement will be published in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Monitoring Services.

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 March 17, 2026

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Monitoring Services

---

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal (RFP) for experienced and qualified firms for Disaster Debris Monitoring Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Monitoring Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

CITY OF GAUTIER

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster related debris, of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Monitoring Services through an open advertised RFP process. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Monitoring Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.

2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version); FEMA Debris Management Guide, FEMA-325 (current version); FEMA Disaster Recovery Act 2018.

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.

5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Monitoring.

B. The City of Gautier's Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 25 -33) **RFP Contact Information for Questions:**

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5 p.m. (CT) on **April 20, 2026.**

C. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

E. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on **April 20, 2026**. Any

packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/container and clearly marked on the exterior of the package: "DISASTER DEBRIS MONITORING SERVICES". For a copy of the RFP, documents can be viewed or downloaded from www.gautier-ms.gov.

Mail or Ship Sealed RFP Packages to: OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Monitoring Services RFP
3330 Highway 90
Gautier, MS 39553

F. RFP Response Packaging Instructions:

For sealed RFP Packages, to be considered, submit one (1) color original paper submittal, six (6) copies, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the Respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

G. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.

2. **Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

   Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. (*Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).*

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.

   (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the Respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

H. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

I. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

Gautier, Mississippi, seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public right of ways within the unincorporated areas, from City property (and/or private property if approved by the State), and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City seeks to identify qualified Respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any contract would be for payment of Disaster Debris Monitoring Services that is consistent with the FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 (current version). A Scope of Work (SOW) is provided for Respondents to review in detail. The SOW is detailed as to the terms of this Request for Proposal, and the Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW, it should be clearly stated within the response.

B. Scope of Work: - Specific tasks include, but are not limited to, the following: Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each

line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets. The Respondent will be responsible for providing any elevated structures and/or equipment needed in order to successfully document debris loads if the pre-disaster debris removal contract is not activated. If the pre-disaster debris removal contract is activated, it shall be the responsibility of debris removal contractor to provide any elevated structures and/or equipment needed to successfully document debris loads.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration. Respondents may provide e-ticketing service however it is not mandatory for this request.

1) **Project Manager:**
   Respondent will provide a Project Manager to oversee debris monitoring activities.
   - **a.** Oversight and Supervision of Monitor field activities.
   - **b.** Scheduling of Monitoring resources and deployment timing.
   - **c.** Communication and coordination with City Personnel.
   - **d.** Make suggestions to improve the efficiency of collection and removal of debris.

e. Coordinate daily activities and future planning.
f. Remain in contact with Project Manager.
g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:
Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are typically expected to oversee the following items:

a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
b. Monitor collection activity of trucks.
c. Issue manifest load tickets at loading site for each load.
d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
i. Properly monitor and record performance and productivity of debris removal crew.

j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
l. Ensure only eligible debris is collected for loading and hauling.
m. Ensure only debris from approved public areas is loaded for removal.
n. Perform other duties from time to time as directed by the debris management project manager.
o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

a. Provide disposal site monitors and inspectors Personnel.
b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
d. Remain in contact with debris management/dispatch center or supervisor.
e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

a. Excel Spreadsheets as to amounts of debris collected daily.
b. Maintenance and data transfer of e-ticketing system if applicable.
c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Respondent will provide Personnel to assist with data collection daily.

a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
b. Verify Billing.
c. Audit billing vs. invoices.
d. Prepare cover documentation for services and create a filing system either electronic and or paper.

e. Respond to the general public regarding questions related to Debris Removal operations.

C. Billing

The winning Respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the Debris Monitoring operations and must be approved by the Owner prior to deployment. The Respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personal and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the City, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the respondent elects to sub-contract with any firm, for any portion of the work, the respondent shall be responsible for all work performed by any sub-contract and the respondent shall not be relieved of any obligations under this Contract.

Each respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.
If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the respondent, at no cost to the City.

The City reserves the right to disqualify any respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Contractor shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of

the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor, or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and non-owner automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Monitoring Services contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew for a period of two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities

and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable

causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, ''Termination for Convenience," in cost-reimbursement contracts, "Termination''). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its mayor, councilmen, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to

identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:
   The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

   a) Cancel the stop work order; or

   b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:
   If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a) The stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
   If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
   Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:
Respondent represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's proposal.

N. Acknowledgement of Amendments:
Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:
The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal:
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

P. E-Invoices and Payment. The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

Q. E-Verification:

If applicable, Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Respondent agrees to provide a copy of each such verification. Respondent further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Respondent to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, Respondent would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public

records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) the Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs,

and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental

information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8 ½" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to insure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide Debris Monitoring services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the Respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris monitoring services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues

related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, Respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, Respondent shall fill out and submit the proposed hourly rates on the Hourly Rate Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each Respondent in this Hourly Rate Form. The hourly rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the City will calculate an average base rate for each Respondent, using all the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein the Hourly Rate Form Appendix B, Attachment A (see pg. 20).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits

- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: THE CITY OF GAUTIER **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

(a) cancel the stop work order; or
(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's
properly allocable to, the performance of any part of this contract; and
(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

> **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents

and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

TO: THE CITY OF GAUTIER **APPENDIX A (cont.)**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or *lreddix@gautier-ms.gov* Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality,

quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier.
(2) A professional license or certificate in the field of [specialty area].
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of $100,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER **APPENDIX B**

REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for
DISASTER DEBRIS MONITORING SERVICES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ **Capacity**		
	▪ Number and title of staff providing service		

SUBMIT
ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

HOURLY RATE FORM **ATTACHMENT A**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions

PROGRAM MANAGMENT			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
***Example*:** **Program Manager**			
OPERATIONS			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **On-Site Monitor**			
ADMINISTRATIVE SUPPORT			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **Administrative Assistant**			
***Other Program Staff:** *If there are other Program Staff, the Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.*			

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

_____ _____

Print Authorized Name and Title: Authorized Signature and Date:

DRUG-FREE WORKPLACE FORM **ATTACHMENT B**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM **ATTACHMENT C**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____(AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____(TITLE) of __ (COMPANY/FIRM), the Respondent submitting the attached proposal for the services covered by the RFP documents for DEBRIS MONITORING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

PERTAINING TO THE SOLVENCY OF _____(COMPANY/FIRM),

being duly sworn I, _____(AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____20_ .

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM **ATTACHMENT E**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's/contractor's professional judgment in completing work for the benefit the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondents/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBBYING CERTIFICATION FORM **ATTACHMENT F**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type: _____** a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Sub awardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number,** if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes_____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub Awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM **ATTACHMENT G**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE ***ATTACHMENT H***

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ initial

Conflicts of Interest
The Respondent
[ ] is [ ] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
_____ initial

Representation Regarding Contingency Fees
The Respondent
[ ] has [ ] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
_____ initial

Representation Regarding Gratuities
The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not
contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.
_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature_____ Date _____

Name (Printed) _____ Title _____

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.***

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS MONITORING SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND *(AGENCY/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER , hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and *(COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. **Purpose:** The City of Gautier Mississippi seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public rights of way within the unincorporated areas, from City property (and/or private property if approved by the State) and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

B. *(Company Name)* shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in *(Company Name)* proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

(Company Name) will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

(Company Name) will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

(Company Name) will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

(Company Name) will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

(Company Name) will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

(Company Name) will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should *(Company Name)* be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should *(Company Name)* offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. *(Company Name)* will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

(Company Name) will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

(Company Name) will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, *(Company Name)* must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

(Company Name) will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). *(Company Name)* should also document any City infrastructure damage caused by the event.

(Company Name) must be able to activate within 24 hours of notification to proceed by the City.

(Company Name) must certify that the company or any of its principles are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

1) **Project Manager:**
   (Company Name) will provide a Project Manager to oversee debris monitoring activities.

   a. Oversight and Supervision of Monitor field activities.
   b. Scheduling of Monitoring resources and deployment timing.
   c. Communication and coordination with City Personnel.
   d. Make suggestions to improve the efficiency of collection and removal of debris.
   e. Coordinate daily activities and future planning.
   f. Remain in contact with Project Manager.
   g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
   h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
   i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
   j. Communicate with Debris Removal Contractor(s)to assist with logistics and overall debris removal programs.

2) **Field Debris Monitors and Roving/Operations Manager:**
   (Company Name) will perform on-site, street-level work area inspections of debris cleanup and collection. *(Company Name)* will provide loading site (field) monitors

to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
b. Monitor collection activity of trucks.
c. Issue manifest load tickets at loading site for each load.
d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where), and report to your Roving Manager.
g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
i. Properly monitor and record the performance and productivity of the debris removal crew.
j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
k. Assist the contractor to ensure that loads are contained properly before leaving the loading area.
l. Ensure only eligible debris is collected for loading and hauling.
m. Ensure only debris from approved public areas is loaded for removal.
n. Perform other duties from time to time as directed by the debris management project manager.
o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:
(Company Name) will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

a. Provide disposal site monitors and inspectors Personnel.
b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.

c. Initial each load ticket before permitting the truck to proceed from the check-in area to the tipping area.
d. Remain in contact with debris management/dispatch center or supervisor.
e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:
(Company Name) will provide Personnel to oversee electronic documentation including:

a. Excel Spreadsheets as to amounts of debris collected daily.
b. Maintenance and data transfer of e-ticketing system if applicable.
c. Data Retention and backup of Data Retention for a minimum of 5 years at the expense of *(Company Name)*.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) Clerical:
(Company Name) will provide Personnel to assist with data collection daily.

a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
b. Verify Billing.
c. Audit billing vs. invoices.
d. Prepare cover documentation for services and create a filing system either electronic or paper.
e. Respond to the general public regarding questions related to Debris Removal operations.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City of Gautier may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of The City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of two and half (2.5) year under the same prices, terms, and conditions as in the original

contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. Consideration and Payment.

A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page ___. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page ___ of said addendum is the rate table for this contract, which is incorporated herein by reference.

B. *(Company Name)* shall invoice the City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by the City.

C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper, and ink toner cartridges shall be accomplished through overhead built into the contract price offered by the Contractor.

2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of the City of Gautier after the completion of services under this contract.

E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. The City of Gautier shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*, and;
2. Operations Managers - *(number)*, and;
3. Field Monitors Support – *(number)*, and;
4. Fixed Site Monitors – *(number)*, and;
5. Data Managers – *(number)*, and;
6. Clerical Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder in this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City of Gautier and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance**. *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by the contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior to written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence $1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, commercial general liability, and business auto liability with minimum limits of liability of $1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated, or modified without thirty (30) days prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of *(Company Name)* to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with the City of Gautier.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. *(Company Name)* shall comply with applicable Federal, State and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. *(Company Name)* agrees to conform to existing policies, rules, and regulations of the City. *(Company Name)* agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.

E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.

G. **Equal Employment Opportunity.** *(Company Name)* understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services.

H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, the Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

a. Cancel the stop work order or;

b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and

b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the

Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to *(Company Name)* by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and

void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the City of Gautier . If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.

D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City of Gautier reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** The City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company*

Name), *(Company Name)* must immediately notify the City of Gautier in writing of this belief. If the City of Gautier believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,

2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

   a. To protect all confidential information provided by one party to the other;

   b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

   c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

   d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, the City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or

completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor and councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon

the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.

AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Monitoring Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City of Gautier, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right, the City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. **Termination for Convenience Clause.**

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when the termination becomes effective.

2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default**. If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies**. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

_____	_____
The City of Gautier	Date
_____	_____
(Contractor Representative Name, Title) *(Agency/Company Name)*	Date

-EXAMPLE-

TASK ORDER NO._____
Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.
By and Between
The City of Gautier ("Owner")
and
***(Company Name)* ("Contractor")**

The City of Gautier Authorized Contact Name:
_____

(Company/Contractor) **Contact Name:**
_____

The City of Gautier Authorized Contact Number:
_____

(Company/Contractor) **Contact Number:**
_____

The City of Gautier Contact E-Mail Address:
_____

(Company/Contractor) **E-Mail Address:**
_____

1. **Scope of Work:**

2. **Location/Client Facility Involved:** *(example - Citywide)*

3. **Period of Performance:**

4. **Authorized Funding Source:**

5. **Special Provisions:**

Owner: The City of Gautier :
By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

(Company/Contractor Name):
By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Authorization to Acknowledge Bids and Award a Contract for the Lark Park Improvements Project**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000**

Summary Explanation: Authorization to acknowledge the receipt of nine (9) bids for the Lark Park Improvements Project and award a contract to the lowest and best bid, Fulcrum Construction Group, LLC, in an amount not to exceed $1,319,714.22

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier has requested bids for the Lark Park Improvements Project; and

WHEREAS, funding for the project is authorized through Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund, which provides up to $1.5 million to assist the City of Gautier with the construction of improvements to Lark Park; and

WHEREAS, on or before February 26, 2026, nine bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to the overall lowest and best bidder, Fulcrum Construction Group, LLC**,** for the base bid and Additive Alternate 1 (Playground Equipment), Additive Alternate 2 (Additional Basketball Court), and Additive Alternate 3 (Additional Tennis/Pickleball Court); and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Fulcrum Construction Group, LLC, in an amount not to exceed $1,319,714.22; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Fulcrum Construction Group, LLC, 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 a contract with Fulcrum Construction Group, LLC, for the base bid and Additive Alternate 1 (Playground Equipment), Additive Alternate 2 (Additional Basketball Court), and Additive Alternate 3 (Additional Tennis/Pickleball Court) for the Lark Park Improvements 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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 5, 2026

Subject: Authorization to Acknowledge Bid and Award Contract for the Lark Park Improvements Project

---

REQUEST:
The Grants and Projects Department requests that City Council acknowledge receipt of nine (9) bids for the Lark Park Improvements Project and award a contract to the overall lowest and best bid to Fulcrum Construction Group, LLC for the base bid, and additive alternates 1 playground equipment, additive alternate 2 additional basketball court, and additive alternate 3 additional tennis/pickleball court in an amount not to exceed $1,319,714.22.

BACKGROUND:
Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund authorized expenditures from the Capital Expense Fund in an amount not to exceed $1.5 million to provide funding to assist the City of Gautier in paying costs associated with the construction of Lark Park.

The additional recreational facilities at the park would include activities for both adults and youth. The park will consist of an outdoor basketball court, tennis/pickleball courts, a splash pad, a playground, and restroom facility.

DISCUSSION:
Nine (9) bids for this project were received and opened on February 26, 2026. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the overall lowest and best bid to Fulcrum Construction Group, LLC for the base bid, additive alternate 1 playground equipment, additive alternate 2 additional basketball court, and additive alternate 3 additional tennis/pickleball court.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council acknowledge receipt of nine (9) bids for the Lark Park Improvement Project and award a contract to the overall lowest and best bid to Fulcrum Construction Group, LLC in an amount not to exceed $1,319,714.22.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation

SEYMOUR ENGINEERING

Civil Engineers & Professional Land Surveyors

March 5, 2026

Carlos Moulds
City Manager
City of Gautier
3330 US-90
Gautier, Mississippi 39553

RE: Recommendation of Award
Lark Park Improvement Project

Dear Mr. Moulds:

On February 26, 2026, bids were received for the above referenced project. A total of nine (9) bids were received from: Fulcrum Construction Group, LLC, Moran Hauling & Construction, Gulf Breeze Landscaping, Inc., Brotherhood Service, Inc., J Hunt Enterprises, Inc., JLB Contractors, LLC, The Green-Simmons Company, Inc., Graham Construction Group, LLC, and HHCG LLC. The project scope includes a base bid and three additive alternates for playground equipment, an additional basketball court, and an additional tennis/pickleball court. Fulcrum Construction Group, LLC has submitted the lowest bid in the amount of $1,319,714.22 for the base bid plus all three additive alternates. The Certified Bid Tabulation is attached.

In review of past project experience, Mississippi State Board of Contractor's Licensing, and Good Standing status with the Mississippi Secretary of State's Office, we are recommending the City of Gautier award the project to Fulcrum Construction Group, LLC in the amount of $1,319,714.22 for the base bid and Additive Alternates Nos. 1, 2, and 3 as the lowest and best bidder. As Fulcrum Construction Group, LLC is an out-of-state contractor based in Alabama, the reciprocal preference provisions of Mississippi Code §31-3-21(3) were reviewed and no preference adjustment was necessary that would affect the ranking of bidders.

Should you have any questions or need additional information, please let me know.

Sincerely,
SEYMOUR ENGINEERING

Joshua D. Brick

Joshua Brick, P.E.
Project Engineer

Cc: Fulcrum Construction Group, LLC
810 Manci Ave
Daphne, Alabama 36526

925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532
Phone: 228-385-2350 Fax: 228-385-2353 Email: se@seymoureng.com

SEYMOUR ENGINEERING
Engineering, Environmental and Professional Land Surveying

LARK PARK IMPROVEMENT PROJECT

Bid Date: February 26, 2026 - 11:00 AM Bid Location: Gautier City Hall

BID TABULATION SHEET

City of Gautier, Mississippi

				Fulcrum Construction		Moran Hauling		Gulf Breeze Landscaping		Brotherhood Service		J Hunt Enterprises		JLB Contractors		Green-Simmons		Graham Construction		HHCG LLC	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization/Demobilization	1	LS	$49,160.00	$49,160.00	$27,500.00	$27,500.00	$100,000.00	$100,000.00	$160,000.00	$160,000.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$43,730.99	$43,730.99	$75,994.11	$75,994.11	$47,500.00	$47,500.00
2	Contingency Allowance	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
3	Silt Fence	1,000	LF	$6.10	$6,100.00	$4.00	$4,000.00	$4.00	$4,000.00	$7.00	$7,000.00	$6.00	$6,000.00	$4.00	$4,000.00	$9.46	$9,460.00	$3.00	$3,000.00	$3.80	$3,800.00
4	6 inch Wattles	300	LF	$8.50	$2,550.00	$6.00	$1,800.00	$5.00	$1,500.00	$10.00	$3,000.00	$8.00	$2,400.00	$7.00	$2,100.00	$21.51	$6,453.00	$9.00	$2,700.00	$3.33	$999.00
5	General Site Work	1	LS	$71,450.00	$71,450.00	$55,000.00	$55,000.00	$54,000.00	$54,000.00	$25,000.00	$25,000.00	$51,000.00	$51,000.00	$50,000.00	$50,000.00	$63,596.21	$63,596.21	$60,000.00	$60,000.00	$385,000.00	$385,000.00
6	Borrow Excavation, AH, FME, Class B9	2,000	CY	$19.00	$38,000.00	$19.25	$38,500.00	$25.00	$50,000.00	$20.00	$40,000.00	$25.00	$50,000.00	$20.00	$40,000.00	$35.85	$71,700.00	$32.00	$64,000.00	$16.46	$32,920.00
7	24" RCP Pipe	40	LF	$89.25	$3,570.00	$80.00	$3,200.00	$120.00	$4,800.00	$155.00	$6,200.00	$70.00	$2,800.00	$70.00	$2,800.00	$93.20	$3,728.00	$300.00	$12,000.00	$225.00	$9,000.00
8	24" Reinforced Concrete End Section	2	EA	$3,400.00	$6,800.00	$975.00	$1,950.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$1,850.00	$3,700.00	$1,400.00	$2,800.00	$2,509.16	$5,018.32	$6,000.00	$12,000.00	$1,800.00	$3,600.00
9	Concrete Sidewalks	400	SY	$65.00	$26,000.00	$111.50	$44,600.00	$65.00	$26,000.00	$81.00	$32,400.00	$85.00	$34,000.00	$78.00	$31,200.00	$100.64	$40,256.00	$125.00	$50,000.00	$57.95	$23,180.00
10	Crushed Limestone Base, Size 610	500	CY	$140.00	$70,000.00	$126.00	$63,000.00	$140.00	$70,000.00	$150.00	$75,000.00	$129.00	$64,500.00	$110.00	$55,000.00	$236.58	$118,290.00	$180.00	$90,000.00	$109.00	$54,500.00
11	2" Asphalt (BB-1, Type 6)	340	TON	$240.00	$81,600.00	$219.50	$74,630.00	$222.50	$75,650.00	$210.00	$71,400.00	$313.00	$106,420.00	$220.00	$74,800.00	$322.61	$109,687.40	$264.70	$89,998.00	$206.00	$70,040.00
12	1.5" Asphalt (SC-1, Type 8)	260	TON	$240.00	$62,400.00	$219.50	$57,070.00	$222.50	$57,850.00	$215.00	$55,900.00	$267.00	$69,420.00	$220.00	$57,200.00	$286.76	$74,557.60	$211.46	$54,979.60	$200.00	$52,000.00
13	Concrete Curb Stops	19	EA	$1,660.00	$31,540.00	$163.25	$3,101.75	$120.00	$2,280.00	$200.00	$3,800.00	$100.00	$1,900.00	$115.00	$2,185.00	$788.59	$14,983.21	$526.31	$9,999.89	$150.00	$2,850.00
14	Black Perimeter Fencing (4' Height)	1,000	LF	$18.76	$18,760.00	$23.00	$23,000.00	$18.60	$18,600.00	$30.00	$30,000.00	$66.50	$66,500.00	$27.00	$27,000.00	$26.19	$26,190.00	$34.00	$34,000.00	$18.00	$18,000.00
15	Black Chainlink Fencing (10' Height)	460	LF	$61.00	$28,060.00	$60.00	$27,600.00	$59.25	$27,255.00	$70.00	$32,200.00	$79.00	$36,340.00	$60.00	$27,600.00	$71.94	$33,092.40	$102.00	$46,920.00	$59.00	$27,140.00
16	Traffic Stripe (White), Paint	760	LF	$4.00	$3,040.00	$1.25	$950.00	$2.25	$1,710.00	$1.65	$1,254.00	$4.00	$3,040.00	$2.50	$1,900.00	$1.43	$1,086.80	$4.13	$3,138.80	$1.50	$1,140.00
17	Traffic Stripe (Blue), Paint	85	LF	$4.00	$340.00	$1.25	$106.25	$2.50	$212.50	$7.50	$637.50	$4.00	$340.00	$2.50	$212.50	$5.74	$487.90	$13.76	$1,169.60	$2.00	$170.00
18	Legend, Paint (All Colors)	50	SF	$35.00	$1,750.00	$12.00	$600.00	$3.50	$175.00	$7.00	$350.00	$15.00	$750.00	$15.00	$750.00	$5.74	$287.00	$23.00	$1,150.00	$4.00	$200.00
19	Handicap Parking Sign, with Post	4	EA	$605.00	$2,420.00	$298.00	$1,192.00	$500.00	$2,000.00	$2,000.00	$8,000.00	$400.00	$1,600.00	$700.00	$2,800.00	$645.21	$2,580.84	$300.00	$1,200.00	$125.00	$500.00
20	Court Surfacing	14,500	SF	$2.29	$33,205.00	$2.25	$32,625.00	$2.17	$31,465.00	$4.00	$58,000.00	$2.17	$31,465.00	$12.00	$174,000.00	$2.71	$39,295.00	$5.50	$79,750.00	$2.15	$31,175.00
21	Basketball Goals	2	EA	$5,913.27	$11,826.54	$5,824.00	$11,648.00	$5,620.00	$11,240.00	$10,000.00	$20,000.00	$5,620.00	$11,240.00	$6,000.00	$12,000.00	$7,007.00	$14,014.00	$6,000.00	$12,000.00	$5,548.00	$11,096.00
22	Tennis Netting & Equipment	1	LS	$8,986.67	$8,986.67	$8,851.00	$8,851.00	$8,540.00	$8,540.00	$12,000.00	$12,000.00	$8,540.00	$8,540.00	$5,000.00	$5,000.00	$10,648.85	$10,648.85	$14,000.00	$14,000.00	$8,429.00	$8,429.00
23	Electrical Allowance	1	ALLOW	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
24	Site and Court Furnishings (Allowance)	1	ALLOW	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
25	Seed, Fertilizer, Mulch	2	ACRE	$3,630.00	$7,260.00	$3,730.00	$7,460.00	$3,500.00	$7,000.00	$1,500.00	$3,000.00	$3,650.00	$7,300.00	$10,000.00	$20,000.00	$5,018.31	$10,036.62	$5,000.00	$10,000.00	$1,930.00	$3,860.00
26	Splash Pad	1	LS	$176,681.20	$176,681.20	$183,000.00	$183,000.00	$176,000.00	$176,000.00	$165,000.00	$165,000.00	$199,448.00	$199,448.00	$185,000.00	$185,000.00	$226,063.41	$226,063.41	$198,000.00	$198,000.00	$154,886.00	$154,886.00
27	Restroom Building	1	LS	$165,605.00	$165,605.00	$240,000.00	$240,000.00	$205,000.00	$205,000.00	$130,000.00	$130,000.00	$185,580.00	$185,580.00	$220,000.00	$220,000.00	$198,617.63	$198,617.63	$220,000.00	$220,000.00	$214,074.00	$214,074.00
28	2" Water Service Tap and Meter	1	EA	$3,025.00	$3,025.00	$5,534.00	$5,534.00	$3,500.00	$3,500.00	$8,500.00	$8,500.00	$5,500.00	$5,500.00	$2,000.00	$2,000.00	$4,301.41	$4,301.41	$3,700.00	$3,700.00	$7,945.00	$7,945.00
29	2" PVC Water Service Line	200	LF	$21.76	$4,352.00	$8.25	$1,650.00	$4.00	$800.00	$20.00	$4,000.00	$25.00	$5,000.00	$18.00	$3,600.00	$17.21	$3,442.00	$10.00	$2,000.00	$12.50	$2,500.00
30	2" Backflow Preventer and Pad	1	EA	$9,955.00	$9,955.00	$4,732.00	$4,732.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$8,500.00	$8,500.00	$5,735.21	$5,735.21	$3,800.00	$3,800.00	$7,900.00	$7,900.00
31	Sewer Grinder Pump System	1	LS	$14,580.00	$14,580.00	$12,360.00	$12,360.00	$16,000.00	$16,000.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$17,922.54	$17,922.54	$12,000.00	$12,000.00	$5,000.00	$5,000.00
32	1.5" HDPE Sewer Force Main	300	LF	$28.00	$8,400.00	$9.25	$2,775.00	$7.00	$2,100.00	$18.00	$5,400.00	$31.50	$9,450.00	$12.00	$3,600.00	$28.68	$8,604.00	$10.00	$3,000.00	$9.50	$2,850.00
33	3" HDPE Casing, Bored	50	LF	$181.50	$9,075.00	$431.50	$21,575.00	$50.00	$2,500.00	$85.00	$4,250.00	$200.00	$10,000.00	$300.00	$15,000.00	$114.70	$5,735.00	$80.00	$4,000.00	$56.76	$2,838.00
34	Tie New Sewer Service to Existing Manhole	1	LS	$1,100.00	$1,100.00	$2,026.00	$2,026.00	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$716.90	$716.90	$3,500.00	$3,500.00	$750.00	$750.00
	TOTAL BASE BID				$1,047,591.41		$1,052,036.00		$1,058,677.50		$1,079,791.50		$1,151,233.00		$1,241,047.50		$1,260,318.24		$1,268,000.00		$1,275,842.00
ADDITIVE ALTERNATE NO.1 (PLAYGROUND EQUIPMENT)																					
A1-1	Playground (Per Plans & Specifications)	1	LS	$50,000.00	$50,000.00	$49,238.00	$49,238.00	$51,471.00	$51,471.00	$45,000.00	$45,000.00	$53,175.00	$53,175.00	$55,000.00	$55,000.00	$47,660.45	$47,660.45	$43,432.50	$43,432.50	$50,902.00	$50,902.00
A1-2	Swing Set (Per Plans & Specifications)	1	LS	$12,625.00	$12,625.00	$12,430.00	$12,430.00	$12,518.00	$12,518.00	$12,000.00	$12,000.00	$13,424.00	$13,424.00	$8,000.00	$8,000.00	$12,032.48	$12,032.48	$12,000.00	$12,000.00	$5,421.00	$5,421.00
A1-3	8" Plastic Playground Border	220	LF	$17.50	$3,850.00	$17.25	$3,795.00	$16.75	$3,685.00	$16.00	$3,520.00	$18.53	$4,076.60	$12.00	$2,640.00	$16.58	$3,647.60	$31.81	$6,998.20	$11.35	$2,497.00
A1-4	Engineered Wood Fiber Mulch Safety Surfacing	100	CY	$80.05	$8,005.00	$79.00	$7,900.00	$76.00	$7,600.00	$75.00	$7,500.00	$88.14	$8,814.00	$35.00	$3,500.00	$75.15	$7,515.00	$80.00	$8,000.00	$85.81	$8,581.00
A1-5	ADA Half Ramp	1	EA	$625.00	$625.00	$600.00	$600.00	$600.00	$600.00	$800.00	$800.00	$590.00	$590.00	$1,000.00	$1,000.00	$576.77	$576.77	$1,500.00	$1,500.00	$569.00	$569.00
	TOTAL ALT. NO.1				$75,105.00		$73,963.00		$75,874.00		$68,820.00		$80,079.60		$70,140.00		$71,432.30		$71,930.70		$67,970.00
ADDITIVE ALTERNATE NO.2 (ADDITIONAL BASKETBALL COURT)																					
A2-1	Borrow Excavation, AH, FME, Class B9	400	CY	$14.12	$5,648.00	$19.25	$7,700.00	$25.00	$10,000.00	$20.00	$8,000.00	$25.00	$10,000.00	$20.00	$8,000.00	$36.76	$14,704.00	$27.00	$10,800.00	$22.13	$8,852.00
A2-2	Crushed Limestone Base, Size 610	135	CY	$140.00	$18,900.00	$126.00	$17,010.00	$140.00	$18,900.00	$140.00	$18,900.00	$108.00	$14,580.00	$110.00	$14,850.00	$242.58	$32,748.30	$163.43	$22,063.05	$109.00	$14,715.00
A2-3	2" Asphalt (BB-1, Type 6)	90	TON	$240.00	$21,600.00	$248.50	$22,365.00	$222.50	$20,025.00	$250.00	$22,500.00	$322.00	$28,980.00	$220.00	$19,800.00	$330.80	$29,772.00	$257.22	$23,149.80	$188.00	$16,920.00
A2-4	1.5" Asphalt (SC-1, Type 8)	70	TON	$240.00	$16,800.00	$290.00	$20,300.00	$222.50	$15,575.00	$250.00	$17,500.00	$320.85	$22,459.50	$220.00	$15,400.00	$294.04	$20,582.80	$201.57	$14,109.90	$193.00	$13,510.00
A2-5	Black Chainlink Fencing (10' Height)	50	LF	$61.00	$3,050.00	$60.00	$3,000.00	$59.25	$2,962.50	$70.00	$3,500.00	$79.12	$3,956.00	$60.00	$3,000.00	$90.39	$4,519.50	$102.00	$5,100.00	$59.00	$2,950.00
A2-6	Court Surfacing	7,300	SF	$1.91	$13,943.00	$1.88	$13,724.00	$1.82	$13,286.00	$4.00	$29,200.00	$1.82	$13,286.00	$12.00	$87,600.00	$2.36	$17,228.00	$5.50	$40,150.00	$2.15	$15,695.00
A2-7	Basketball Goals	2	EA	$6,010.07	$12,020.14	$5,920.00	$11,840.00	$8,311.50	$16,623.00	$10,000.00	$20,000.00	$5,712.05	$11,424.10	$6,000.00	$12,000.00	$7,302.49	$14,604.98	$6,000.00	$12,000.00	$5,548.00	$11,096.00
A2-8	Site and Court Furnishings (Allowance)	1	ALLOW	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL ALT. NO.2				$96,961.14		$100,939.00		$102,371.50		$124,600.00		$109,685.60		$165,650.00		$139,159.58		$132,372.75		$88,738.00
ADDITIVE ALTERNATE NO.3 (ADDITIONAL TENNIS COURT W/ PICKLEBALL)																					
A3-1	Borrow Excavation, AH, FME, Class B9	400	CY	$14.12	$5,648.00	$19.25	$7,700.00	$25.00	$10,000.00	$20.00	$8,000.00	$25.00	$10,000.00	$20.00	$8,000.00	$36.53	$14,612.00	$27.00	$10,800.00	$22.13	$8,852.00
A3-2	Crushed Limestone Base, Size 610	135	CY	$140.00	$18,900.00	$126.00	$17,010.00	$140.00	$18,900.00	$140.00	$18,900.00	$108.00	$14,580.00	$110.00	$14,850.00	$241.08	$32,545.80	$166.02	$22,412.70	$109.00	$14,715.00
A3-3	2" Asphalt (BB-1, Type 6)	90	TON	$240.00	$21,600.00	$248.50	$22,365.00	$222.50	$20,025.00	$250.00	$22,500.00	$331.20	$29,808.00	$220.00	$19,800.00	$328.75	$29,587.50	$257.22	$23,149.80	$188.00	$16,920.00
A3-4	1.5" Asphalt (SC-1, Type 8)	70	TON	$240.00	$16,800.00	$290.00	$20,300.00	$222.50	$15,575.00	$250.00	$17,500.00	$332.35	$23,264.50	$220.00	$15,400.00	$292.22	$20,455.40	$201.57	$14,109.90	$193.00	$13,510.00
A3-5	Black Chainlink Fencing (10' Height)	130	LF	$61.00	$7,930.00	$60.00	$7,800.00	$59.25	$7,702.50	$70.00	$9,100.00	$76.48	$9,942.40	$60.00	$7,800.00	$81.84	$10,639.20	$102.00	$13,260.00	$59.00	$7,670.00
A3-6	Court Surfacing	7,200	SF	$2.11	$15,192.00	$2.00	$14,400.00	$2.00	$14,400.00	$7.00	$50,400.00	$2.00	$14,400.00	$12.00	$86,400.00	$2.54	$18,288.00	$5.50	$39,600.00	$2.15	$15,480.00
A3-7	Tennis Netting & Equipment	1	LS	$8,986.67	$8,986.67	$8,850.00	$8,850.00	$14,175.00	$14,175.00	$12,000.00	$12,000.00	$8,541.05	$8,541.05	$5,000.00	$5,000.00	$10,851.59	$10,851.59	$14,000.00	$14,000.00	$8,429.00	$8,429.00
A3-8	Site and Court Furnishings (Allowance)	1	ALLOW	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL ALT. NO.3				$100,056.67		$103,425.00		$105,777.50		$143,400.00		$115,535.95		$162,250.00		$141,979.49		$142,332.40		$90,576.00
GRAND TOTAL (BASE BID + ALL ALTERNATES)					$1,319,714.22		$1,330,363.00		$1,342,700.50		$1,416,611.50		$1,456,534.15		$1,639,087.50		$1,612,889.61		$1,614,635.85		$1,523,126.00

PREPARED BY:

JOSHUA BRICK, P.E.
SEYMOUR ENGINEERING

JOSHUA G. BRICK LICENSED PROFESSIONAL ENGINEER 30032 3-2-2026 STATE OF MISSISSIPPI

Text shown in red indicates a mathematical error was found in the bid, and the amount listed shows the corrected amount.

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**March 17, 2026**
Title:	**Authorization to submit a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000 Ext. 315**

Summary Explanation: Authorization for the submission of a grant application to the Mississippi Office of Homeland Security for Panasonic FZ-55 Toughbooks (laptops) for the Gautier Police Department and a Rapid Response Medical and Incident Support Platform (Utility Terrain Vehicle) for the Gautier Fire Department

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:															
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:															
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**AYES**	**NAYS**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Grants and Projects Department requests approval to submit an application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for Panasonic FZ-55 Toughbooks (laptops) and a Rapid Response Medical and Incident Support Platform (Utility Terrain Vehicle) for the Gautier Fire Department; and

WHEREAS, in FY2026, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for Panasonic FZ-55 Toughbooks (laptops) and a Rapid Response Medical and Incident Support Platform (Utility Terrain Vehicle) for the Gautier Fire Department 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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants & Projects Director

Date: March 11, 2026

Subject: Mississippi Office of Homeland Security FY26 Grant Application – Gautier Police and Fire Department

---

REQUEST:
The Grants & Projects Department requests City Council approval to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and the Gautier Fire Department.

BACKGROUND:
In Fiscal Year (FY) 2026, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

DISCUSSION:
The Grants and Projects Department requests City Council authorization to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and the Gautier Fire Department.

RECOMMENDATION:
The Grants & Projects Director recommends that City Council authorize the submission of the applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department.

The City Council may:

1. Authorize submission of the application; or
2. Not authorize submission of the application.

ATTACHMENT(S):
N/A

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 17, 2026

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
