

**Tuesday
October 21, 2014
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Council of the City of Gautier, Mississippi was held October 21, 2014 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Mary Martin, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Josh Danos and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 21, 2014 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Halloween Haunted Trails & Festival October 17th & 18th; October 24th & 25th; and October 31st.**
- 2. Office closed Tuesday, November 11, 2014 in observance of Armistice Day (Veterans' Day).**
- 3. Veterans Day Laying of the Wreath Ceremony Tuesday, November 11th, 11:00 A.M. at the Veterans Tribute Tower.**

IV. Presentation Agenda

- 1. Annual Stormwater Officials Training. Jay Estes, AICP with Allen Engineering and Science.**
- 2. Martin Bluff Road Widening Project Update, Chandra Nicholson, P.E., Economic Development/Planning Director.**

V. Public Agenda

- 1. Agenda Comments**

VI. Business Agenda

1. Order authorizing a Surveying and Platting Services Contract with Batson and Brown, Inc. for Martin Bluff Road Widening Project. STP-9194-00(001)LPA/105069-801000.
2. Order authorizing a Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000.
3. Order authorizing the City Clerk to advertise for an RFP for a Purchasing Procurement Card Account in accordance with state laws.
4. Order approving Docket of Claims.
5. Consideration of a resolution approving a mutual aid agreement between the City of Gautier and Jackson County for the purpose of providing plan reviews and inspections to Gautier on an as needed basis.

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

1. Order approving minutes from Regular Council Meeting held October 7, 2014. (Correction on page 88)
2. Order receiving September 2014 Privilege License Report.
3. Resolution approving the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice.
4. Order approving the proposal from Clearwater Solutions, LLC to purchase a 2004 GMC Sierra 1500 in the amount of \$2,800.00.
5. Order approving the purchase of pet insurance through VPI Pet Insurance at an annual cost of \$507.12 for Police K9 "Justice".

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
October 21, 2014**

- 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 November 4, 2014 at 6:30 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to add Business Item #5 – Consideration of a resolution approving a mutual aid agreement between the City of Gautier and Jackson County for the purpose of providing plan reviews and inspections to Gautier on an as needed basis to the agenda and approve the agenda order. **Councilman Guillotte** seconded the motion and the vote carried unanimously.

ANNOUNCEMENTS

- 1 Halloween Haunted Trails & Festival October 17th & 18th; October 24th & 25th; and October 31st.**
 - 2 Office closed Tuesday, November 11, 2014 in observance of Armistice Day (Veterans' Day).**
 - 3 Veterans Day Laying of the Wreath Ceremony Tuesday, November 11th, 11:00 A.M. at the Veterans Tribute Tower**
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PRESENTATION AGENDA

- 1 Annual Stormwater Officials Training. Jay Estes, AICP with Allen Engineering and Science.**
- 2 Martin Bluff Road Widening Project Update, Chandra Nicholson, P.E., Economic Development/Planning Director and Mark Dye, Right of Way Tech.**

CITY OF GAUTIER'S
**Halloween
Haunted
Trails & Festival**

SPOOKY FUN
FOR ALL AGES

OCT. 17TH & 18TH AND
24TH & 25TH
(6:00 PM - 10:00 PM)

OCT. 31ST
(8:00 PM - 11:30 PM)

Wear
your costume on
Friday, Oct. 24th
and get a free
4 x 6 photo by

Walgreens

Haunted Trail Guided Tours (\$10/person)
Hay Rides (\$2/person)
Food (prices vary)
Other Fun Activities (prices vary)

Shepard State Park
1034 Graveline Rd.
Gautier

Call (228) 219-3259 or e-mail
rhonea@gautier-ms.gov
for more information



Join the Gautier
Fire Fighters' Association
& the City of Gautier's
Cultural Services Division
for a Howling Good Time!

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the eleventh day of November as the day for the observance of ARMISTICE DAY (VETERANS' DAY), and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

TUESDAY, NOVEMBER 11, 2014

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 2nd day of October, 2014.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

Veterans Day

Laying of the Wreath Ceremony



**Please join us to honor our veterans
and those men and women
currently serving in the military.**

Hosted by

American Legion Post 1992 Family & the City of Gautier

November 11, 2014 ~ 11:00 A.M.

Veterans Tribute Tower

3330 Hwy 90 Gautier, Mississippi

For more information contact
American Legion Post 1992 Family
Bill Whatley 228-627-1887 or bill_whatley@yahoo.com

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

ORDER NUMBER 243-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Surveying and Platting Services Contract with Batson and Brown, Inc. to perform surveying and platting services for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000 is hereby authorized.

IT IS FURTHER ORDERED that this contract is contingent upon MDOT approval.

IT IS FURTHER ORDERED that the total cost of the project will not exceed \$63,576.07 without the prior written consent of both parties.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: October 14, 2014
Subject: Surveying and Platting Services Contract for Martin Bluff Road Widening Project:
STP-9194-00(001)LPA/105069-801000

REQUEST:

The Economic Development & Planning Department requests authorization to enter into a Surveying and Platting Services Contract with Batson and Brown, Inc. to perform surveying and platting services for the Martin Bluff Road Widening Project.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The Consultant was selected through the LPA Consultant Selection Process pursuant to the MDOT LPA Project Development Manual and FHWA regulations. The project will begin at the intersection of Martin Bluff Road and Gautier-Vancleave Road and extend to the Service Road north of Interstate 10.

DISCUSSION:

The scope of this project is to survey and establish property lines in relation to the recently determined right-of-way lines and to prepare overall right-of-way acquisition maps. Upon approval of the acquisition maps, individual plats and descriptions will be prepared and submitted. The scope will consist of approximately 4 Right-of-way acquisition maps with approximately 53 individual survey plats with descriptions. The total cost of the project will not exceed \$63,576.07 without the prior written consent of both parties.

RECOMMENDATION:

The Economic Development & Planning Department recommends that City Council authorize entering into the Surveying and Platting Services Contract with Batson and Brown, Inc. for services outlined above, contingent on MDOT approval.

The City Council may:

- 1) Approve the Surveying and Platting Services Contract with Batson and Brown, Inc. as presented,
- 2) Approve the Surveying and Platting Services Contract with Batson and Brown, Inc. with changes, or
- 3) Disapprove the Surveying and Platting Services Contract with Batson and Brown, Inc. for the services listed above.

ATTACHMENT(S):

Surveying and Platting Services Contract with Batson and Brown, Inc.

SURVEYING AND PLATTING SERVICES CONTRACT

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

THIS CONTRACT, is made and entered into by and between the City of Gautier, a body Politic of the State of Mississippi (the "LPA"), and, Batson and Brown, IN C. (the "CONSULTANT"), a **Mississippi** corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 4347 Old Spanish Trail, Gautier, MS 39553, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform **Widen and Make Improvements to Martin Bluff Road**, as provided for in Project No. STP-9194-00 (001), hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform surveying and platting in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until December 31, 2016, CDT, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the

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

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

ARTICLE X. INSURANCE

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

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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

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

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

change insurance carriers for errors and /or coverage, it shall obtain a “retroactive coverage” endorsement from its new insurance carrier.

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

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

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

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its sub consultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and sub consultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

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

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

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

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Samantha D. Abell
City Manager
3330 Highway 90
Gautier, MS 39553
Phone: 228-497-8017
Fax: 228-497-1038
sabell@gautier-ms.gov

For Technical Matters:

Chandra Nicholson, P.E.
Director, Economic Development/Planning
3330 Highway 90
Gautier, MS 39553
Phone: 228-497-1878
Fax: 228-497-1038
cnicholson@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

B. Aron Chesney, P.L.S.
4347 Old Spanish Trail
Gautier, MS 39553
Phone: 228-522-6353
Fax: 228-522-6403
survey@batsonandbrown.com

For Technical Matters:

B. Aron Chesney, P.L.S.
4347 Old Spanish Trail
Gautier, MS 39553
Phone: 228-522-6353
Fax: 228-522-6403
survey@batsonandbrown.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # _____
Surveyor # 02768

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # _____
Surveyor # 02768

ARTICLE XXVI. AUTHORIZATION

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

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

City of Gautier

Chief Administrative Official
Samantha D. Abell, City Manager

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

Batson and Brown, Inc.

BY: _____
B. Aron Chesney, P.L.S.

ATTEST: _____

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

RESOLUTION

BE IT RESOLVED by the Directors of Batson and Brown, Inc. a Corporation organized and existing under the laws of the State of Mississippi, and domiciled in the city of Lucedale, that Robert F. Diamond, Managing Principal; Rodney E. Davis, Managing Principal; B. Aron Chesney, Managing Principal of the Corporation are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation.

CERTIFICATE

I, B. Aron Chesney, Vice President of Batson and Brown, Inc. do hereby certify that the foregoing resolution is true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the _____ day of _____, 2014; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation, this _____ day of _____, 2014.

B. Aron Chesney, Vice President

EXHIBIT 2

Scope of Work

Insert the Scope of Work here

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

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

Exhibit 2

SCOPE OF WORK

The scope of this project is to provide the LPA with final Right-of-way Survey plats and descriptions. More specifically, to survey and establish property lines in relation to the recently determined Right-of-way lines and to prepare overall Right-of-way acquisition maps meeting the Standards set forth by the Mississippi Department of Transportation Survey Manual, 2008 Edition. Upon approval of the Acquisition Maps, Individual plats and descriptions will be prepared and submitted. These plats will meet the Standards of Practice of Surveying as set forth by the Mississippi State Board of Registration of Engineers and Surveyors. The scope will consist of approximately 4 Right-of-way Acquisition maps with approximately 53 Individual survey plats with descriptions. The project will begin at the intersection of Martin Bluff Road and Gautier Vancleave Road and proceed along Martin Bluff Road to the Service Road North of Interstate 10.

When in conflict between this CONTRACT and the Local Public Agency (LPA) Project Development Manual for Local Public Agencies (PDM), the PDM will govern.

The following surveying services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

The following surveying services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

Project Right-of-way lines will be based upon locations provided by the LPA prior to the CONSULTANT beginning surveying services. Project scope will also be performed to the standards set forth by the MDOT Survey Manual and the Standards of Practice of Surveying as set forth by the Mississippi State Board of Registration of Engineers and Surveyors. The latest edition of the aforementioned shall be used. The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

Right-of-Way Acquisition Maps

The CONSULTANT shall prepare and submit 2 sets of the four Right-of-way Acquisition Maps for the LPA to Review and approval. Allow approximately three (3) weeks for review by the LPA.

Final Individual Right-of-Way plats and descriptions

Upon approval of the Overall Right-of-way Acquisition maps, the CONSULATANT will prepare and submit approximately 53 Individual survey plats with property descriptions. The submittals of these plats will include the following:

- 3 copies of the Overall Right-of-way Acquisition maps
- 3 copies of the signed and sealed plats
- 1 copy of the current Deed of Ownership
- 1 copy of the GIS printout showing ownership
- 1 Microsoft WORD Document containing all Property Descriptions
- 1 PDF file containing closure reports
- 1 CD containing a PDF of the Overall Maps, signed plats along with Deeds and GIS

Ownerships

(Minor changes to the Right-of-Way Acquisition Plats and Individual Survey Plats will be included in the proposal)

Upon Execution of Agreement and receipt of the Notice to Proceed, CONSULTANT shall begin work as described in this scope. The progression of work shall proceed in accordance with the attached project schedule.

Project Schedule - Surveying & Mapping Services	
Preparation of Maps and Deeds MARTIN BLUFF ROAD WIDENING STP-9194-00(001) LPA/105069-801000 City of Gautier, MS	
Task	Duration
Preparation of Maps & Descriptions & Perform Right-of-Way Staking	150 days from NTP & Receipt of Title Reports

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

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

Each month, the CONSULTANT shall an invoice for services rendered. Form OCR-484-C found on MDOT's website certifies payments to all sub consultants. There will be no sub consultants rendered on this contract so OCR-484-C will not be submitted monthly.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no

event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allow-ability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

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

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$ 6,811.72, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$ 63,576.07 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$56,764.35	0	\$6,811.72	0	\$63,576.07

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

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

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 000000-000000LPA
County _____

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

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

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

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

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this ____ day of _____, 20____.

CONSULTANT

BY: _____
B. Aron Chesney, P.L.S.

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the ____ day of _____, 20____.

Samantha D. Abell

Chief Administrative Official
City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

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

134324

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent Date

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

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

NOTARY PUBLIC
My Commission Expires: _____

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

Batson and Brown, Inc.

STP-9194-00(001) LPA/105069-801000

Martin Bluff Road from Gautier Vancleave Road (STA. 10+00)
to the I-10 Service Road (STA. 121+68.68)

Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	180	\$30.50	\$5,490.00
Surveyor PLS	95	\$30.50	\$2,897.50
Survey Crew (3 Man)	160	\$61.50	\$9,840.00
CADD	400	\$15.00	\$6,000.00
Clerical	100	\$12.00	\$1,200.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Raw Labor			\$25,427.50

Overhead Rate	123.24 %	\$31,336.85
Total Labor + O/H		\$56,764.35
Fixed Fee	12 %	\$6,811.72
FCCM Overhead	%	\$0.00

Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00

Subconsultant Cost ²:			
Subconsultant A			\$0.00
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
Total Subconsultant Cost			\$0.00

¹ See State Travel Handbook² All subs must provide back-up and contain MDOT approved overhead rates**Project Total** **\$63,576.07**

Delineation of Surveying and Platting Cost Breakdown Martin
Bluff Road from Gautier Vancleave Road (STA. 10+00) to the
I-10 Service Road (STA. 121+68.68)
Jackson Co. MS
STP-9194-00(001) LPA/105069-801000
Batson and Brown, Inc

Item Description	No.	Estimated Hours							Total Hours
	Sheets	Principle	Project Manager	Surveyor PLS	Survey Crew (3 Man)	CADD	Clerical		
MDOT Process:									
Project Activation									
LPA 100									
LPA 700/800									
Kickoff Meeting									
Environmental Documentation									
Wetland Investigation									
ENV-160									
Field Review									
Print and Distribute Plans									
Staking/Utility Locate Coord									
Conduct Plan in Hand review									
Prepare Field Review Report									
Modify Plans per review comments									
Office Review									
Print Plans and Specifications									
Compile Design Notebook									
Prepare ROW/Util Status Report									
Develop Specifications									
Prepare Construction Estimate									
Assemble and Distribute PS&E									
Conduct Plan Review									
Prepare Office Review Report									
Modify Plans per review comments									
Permits									
NPDES									
USACE									
MDOT									
PS&E Assembly									
Right of Way Certification									
Utility Certification									
Encroachment Certification									
Hazardous Waste Certification									
Asbestos Abatement Certification									
Compose Letters									
Complile Forms									
Print Plans									
Assemble Specifications									
Material Checklist									
MDOT Coordination									
Advertisement									
Print Plans and Specifications									
Prepare Advertisement									
Bidder Coordination									
Receive & Evaluate Bids									
Assemble Bids and Submit									
Survey			180	95	160	400	100		935
Plans:									
Title Sheet									
Detailed Index									
General Notes									
Summary of Quantities									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
Quality Control									

Totals			180	95	160	400	100		935
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Labor Rates			\$30.50	\$30.50	\$61.50	\$15.00	\$12.00		
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Labor Cost	\$0.00	\$5,490.00	\$2,897.50	\$9,840.00	\$6,000.00	\$1,200.00	\$0.00	\$25,427.50
					Overhead	%	123.24%	\$31,336.85
					Total Labor and Overhead			\$56,764.35
					Fixed Fee	%	12.00%	\$6,811.72
					FCCM Overhead			\$0.00

<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
			Total
			\$0.00
			Total: \$63,576.07

¹ See State Travel Handbook
Direct Costs:

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

ORDER NUMBER 244-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional services for right-of-way acquisition for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000 is hereby authorized.

IT IS FURTHER ORDERED that this contract is contingent upon MDOT approval.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: October 14, 2014
Subject: Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project:
STP-9194-00(001)LPA/105069-801000

REQUEST:

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

BACKGROUND:

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

DISCUSSION:

The attached contract includes a scope of work and fees for each of the following services: appraisals, appraisal review, acquisition, relocation assistance, property management and/or title services.

RECOMMENDATION:

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

The City Council may:

- 1) Approve the Real Estate Services Contract with Right of Way Technology, Inc. as presented,
- 2) Approve the Real Estate Services Contract with Right of Way Technology, Inc. with changes,
or
- 3) Disapprove the Real Estate Services Contract with Right of Way Technology, Inc. for the services listed above.

ATTACHMENT(S):

Right of Way Technology, Inc. Real Estate Services Contract-2014

REAL ESTATE SERVICE CONTRACT - 2014

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

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform appraisal, appraisal review, acquisition, relocation, property management, and/or title services for Right-of-Way ("ROW") projects, as provided for in Project No. *STP-9194-00(001)LPA/105069-801000, Martin Bluff Road Widening Project*, hereinafter called the "PROJECT", as requested by the LPA; and,

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

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

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000 (March 1, 2001, as revised) and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory both by the LPA and by the MDOT and FHWA to the end that both parties are now desirous of entering into a CONTRACT;

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

ARTICLE I. GENERAL RECITALS

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

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

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *August 31, 2016*, CDT, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided

hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT' hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

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

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

- (1) For Appraisal fees:
Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.
- (2) For Review Appraisal fees:
Completion of the Review Appraisal and acceptance of said appraisal by the LPA. "Review Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee. Establishment of the amount believed to be just compensation by the LPA constitutes acceptance of the Review Appraisal.
- (3) For Acquisition fees:
For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings: Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s).
- (4) For Relocation Assistance fees:
Documentation that the displaced individual(s) has/have vacated the displacement site and the Relocation Assistance file has been accepted as closed by the LPA. The LPA may choose to pay the CONSULTANT up to 50% of the stated price for that parcel once the Relocation offer has been made. The LPA may then pay the CONSULTANT the final 50% of the stated price for that parcel once the

CONSULTANT completes all additional relocation and relocation assistance as deemed appropriate by the LPA.

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

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit one (1) final billing to the LPA at the conclusion of the CONTRACT or monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

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

D. Retainage

The LPA may retain the final 25% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

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

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the PROJECT. The LPA reserves the right to refuse to make payment on any invoices submitted later than 45 days after the termination date of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors

and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S

compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from

the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the

certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

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

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the MDOT or, if prior approval is impossible, and then notice to the MDOT and subsequent review by the MDOT which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Samantha D. Abell
City Manager
3330 Highway 90
Gautier, MS 39553
Telephone: (228) 497-8000
Facsimile:
Email: sabell@gautier-ms.gov

For Technical Matters:

Chandra Nicholson
Director of Economic Dev. & Planning
3330 Highway 90
Gautier, MS 39553
Telephone: (228) 806-1285
Facsimile:
Email: cnicholson@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

Mark Dye
President
593 Risher Road
Carthage, MS 39051
Telephone: (601) 650-0800
Facsimile:
E Mail: mr dye@me.com

For Technical Matters:

Mark Dye
President
593 Risher Road
Carthage, MS 39051
Telephone: (601) 650-0800
Facsimile:
E Mail: mr dye@me.com

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 2014.

CITY OF GAUTIER, MISSISSIPPI

Samantha D. Abell, City Manager

WITNESS this my signature in execution hereof, this the 15th day of, April, 2014.

RIGHT OF WAY TECHNOLOGY, INC.

BY: _____

Mark Dye

ATTEST: _____

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

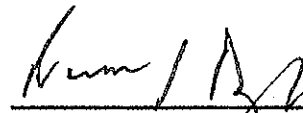
{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

CORPORATE RESOLUTION AND ORDER

At a called meeting of the Board of Directors of Right of Way Technology, Inc., which meeting was called for and held on the 17th day of March A.D. 2014, and called for the purpose of authorizing contracts for right of way services to be executed between said Corporation and the Mississippi Transportation Commission; at which meeting the following resolution was offered, considered and adopted by a majority vote, to wit:

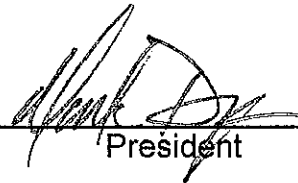
Be it resolved that Mark Dye, President and Chief Executive Officer of said Corporation is hereby authorized, empowered, and directed to execute and deliver unto the Mississippi Transportation Commission any and all contracts for right of way services to be performed by said Corporation for the Mississippi Department of Transportation; and,

The above resolution was offered, considered and adopted at a called meeting on the 17th day of March A.D. 2014, and a copy thereof placed upon the minutes of said Corporation as a part of the records of said Corporation.

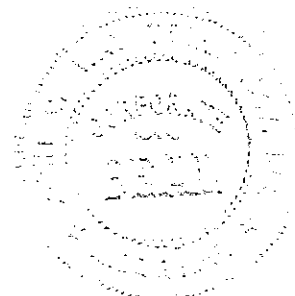


Corporate Clerk

I certify that the above Corporate Resolution and Order of the Board of Directors of Right of Way Technology, Inc. is a true and correct copy.



President



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF INSURANCE
CONSULTANT SERVICES UNIT**

This is to certify that the following described Insurance Policies are in force at this date with limits not less than shown below.

Named Insured: Right of Way Technology, Inc.

Term: 2014 Right of Way
Master Contract

Address: 593 Risher Road
Carnage, MS 39051

County(ies): Statewide

MDOT Project Number: Master Contract 2014

	Workers Compensation Insurance	Comprehensive General Liability Insurance	Valuable Documents Insurance	Errors and Omissions (Professional Liability) Insurance	Comprehensive Automobile Liability Insurance
Company:	N/A - Less than 5 Employees	Farm Bureau	Farm Bureau	Admiral Insurance Company	Farm Bureau
Policy Number:		GL04790006	CF327726	EO000016477- 02	A0186198
Limits:		2,000,000	5,000	1,000,000	1,000,000
Deductibles:			1,000	5,000	500
Effective Date:		04/09/2014	04/19/2014	03/29/2014	12/27/2013
Expiration Date:		04/09/2015	04/19/2015	03/29/2015	06/27/2014

In the event of cancellation of said policies or failure on the part of the company to renew at expiration date, the company agrees to give the Mississippi Department of Transportation, Jackson, Mississippi, not less than thirty days written notice sent by registered mail stating when cancellation or expiration date shall be effective, unless such cancellation is due to non-payment of premium in which case not less than ten (10) days prior notice will be given.

The above policies provide protection as is specified in section X of Project Number 105069-801000



By: [Signature]
Address: MARK DYE
593 RISHER RD
CARNAGE, MS 39051

Sworn to and subscribed before me this
The 15th day of April, 2014
Patsy W. Ballenger
Notary Public

NOTICE: THE CONSULTANT MUST RENEW THIS CERTIFICATE ANNUALLY UNTIL THE CONTRACT IS TERMINATED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION. DO NOT REPLACE THIS FORM WITH A FACSIMILE OR ALTER THIS FORM IN ANY MANNER. IT WILL NOT BE ACCEPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

EXHIBIT 2

Scope of Work

DESCRIPTION OF PROJECT:

Project includes professional services for ROW Acquisition in connection with the *Martin Bluff Road Widening Project*.

GENERAL SCOPE OF WORK

For specific policies and procedures regarding the ROW process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current MDOT ROW Manual, as revised. When in conflict between the PDM and this CONTRACT, the PDM will govern.

The following SERVICES shall be conducted by the CONSULTANT on behalf on the LPA in accordance with the terms and conditions of this CONTRACT and in accordance with all of the CONTRACT'S incorporated Exhibits:

APPRAISAL SCOPE OF WORK

Definitions

1. APPRAISER – The appraiser of record who is a licensed certified general real estate appraiser with experience in appraising real estate using the Before and After valuation method as prescribed by the laws of Mississippi for the purpose of right of way acquisition;
2. MDOT – The Mississippi Department of Transportation;
3. RIGHT OF WAY CONSULTANT – The agency or firm that will perform all other right of way disciplines, to include APPRAISAL;
4. APPRAISAL OFFICER – The officer directing the Appraisal Section and the Appraisal Review Section of the LPA or an official designated by the LPA who is a full time employee of the LPA; and
5. REVIEW APPRAISER – The LPA staff review appraiser or contract review appraiser who is a licensed certified general real estate appraiser with at least six (6) years of real estate appraisal experience appraising real estate for right of way acquisition.
6. LPA – Local Public Agency

General

Prior to the acquisition of property, real property appraisal reports shall be prepared and completed by the APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed:

1. Uniform Standards of Professional Appraisal Practice;
2. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Projects;
3. State and Federal Statutes and Regulations;
4. Standard Operation Procedure and Policy of the MDOT;
5. Guidelines and Procedures on Appraisal for Court Testimony;

6. Work on the parcels containing improvements shall be accomplished first;
7. The appraiser of record shall be a State Certified General Real Estate Appraiser; and
8. All appraisal reports shall be completed on appraisal forms substantially the same as MDOT appraisal forms that have been approved by MDOT.

Original Appraisal Reports and Sales Brochure

Before any appraisal work begins, LPA representatives, the project REVIEW APPRAISER, MDOT Right of Way District Coordinator and the RIGHT OF WAY CONSULTANT, along with the appraisal sub-consultant (APPRAISER), shall meet at a time and place determined by the LPA to discuss the project plans and the appraisal for the project.

At this meeting the above items may change 1-8 shall be discussed and copies of all necessary forms shall be provided to the RIGHT OF WAY CONSULTANT and APPRAISER. At this time, the APPRAISER will confirm that (s)he has or will have purchased the most recent computer software used by LPA for comparable sales data storage and retrieval prior to beginning the market research for the market data and comparable sales data. The Right of Way Appraisal Map(s), deeds and one- (1) set of **right-of-way maps and engineering plans** shall be furnished at this time. The type of appraisal reports (Total Before and After of Improved Property, Land Only, and Short Form appraisals) and the need for specialty report(s) will be discussed. The fee schedule and method of payment of appraisal services will also be reviewed and discussed.

Also at this meeting, the LPA will make available to the APPRAISER for inspection or copying, other information, including, but not limited to, the five-year history, background information regarding construction and other available material covering the property being appraised.

Comparable Sales Brochure

The APPRAISER shall prepare the Comparable Sales Brochure along with a record search list showing the Sections, Townships and Ranges that were searched for comparable sales and the date range utilized in the search. Also a Comparable Sales Map will accompany the Comparable Sales Brochure. A copy of the Comparable Sales Brochure shall be furnished to the REVIEW APPRAISER. The Comparable Sales Brochure shall be reviewed and accepted by the project REVIEW APPRAISER before any appraisal work is started. During the project, the APPRAISER shall maintain and update the Comparable Sales Brochure as new sales data are discovered. A copy of the Comparable Sales Brochure shall be provided to the LPA upon completion and approval of all of the original appraisals on the project.

Appraisal Development and Reporting

Once the original sales brochure has been reviewed and accepted by the REVIEW APPRAISER and the LPA, the appraisal work shall begin, unless otherwise directed by the LPA.

The APPRAISER shall develop and provide a fully documented real property appraisal on each parcel of the project and in so doing shall make a personal inspection of each parcel to be appraised. The APPRAISER shall offer the property owner or his or her representative an opportunity to accompany him or her on inspection of the property. The APPRAISER shall submit on a regular periodic basis all appraisal reports completed for a specified time period (i.e., monthly or weekly). Upon completion of the appraisal report(s) the APPRAISER shall deliver to the APPRAISAL OFFICER one (1) original appraisal report:

A "fully documented" real property appraisal report shall be considered to be the valuation of all interest(s) pertaining to the same parcel. In addition to the fee simple interest, this is to include all quit claim interests, permanent easements, access rights, uneconomic remnants (x-deeds), temporary easements, and any other interests. The negotiated appraisal fee agreed to in this CONTRACT includes any and all expenses necessary for and related to the appraisal, including but not limited to timber cruises, cost to cure, and cost-new estimates.

Should the LPA require and request the attendance of the APPRAISER at conferences for the purpose of discussing certain aspects of any appraisal report covered by this contract, no additional compensation shall be paid for such time spent in conference.

All requests by the APPRAISER for a Specialty Report shall have the concurrence of the APPRAISAL OFFICER. If it is determined by the LPA that a Specialty Report is necessary, then the LPA will determine an agreement with a professional service provider to prepare the report.

A "Specialty Report" is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost to cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of the project's original appraisals, the APPRAISER shall deliver one original hard copy of the Comparable Sales Brochure to the APPRAISAL OFFICER. Upon review and acceptance of the appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the appraisal report(s).

The LPA will require a complete disclosure of information or data and will require the correction of any apparent errors and may ask that additional information and/or documentation be submitted before establishing that the appraisal report is acceptable.

Revised Appraisal Reports and Sales Brochure

The APPRAISAL OFFICER, or his designated representative, will review any and all changes or revisions to the right of way plans and in consultation with the REVIEW APPRAISER determine if the change or revision will require a revised appraisal report to be completed by the APPRAISER. If it is determined that a revised appraisal report is necessary, the APPRAISAL OFFICER, or his designated representative, will transmit the revised map and deed to the RIGHT OF WAY CONSULTANT/APPRAISER. If the RIGHT OF WAY CONSULTANT/APPRAISER initiates a request for a change or revision to the right of way plans, this request must be made in writing to the REVIEW APPRAISER for written approval. Upon approval by the REVIEW APPRAISER, the request must have the concurrence of the APPRAISAL OFFICER. All revised appraisal reports shall be completed in accordance with items may change 1-8 listed above, as applicable.

Upon completion of the revised appraisal report(s), the APPRAISER shall deliver to the APPRAISAL OFFICER One (1) original of the revised appraisal report(s):

If the revised appraisal report resulted in any changes or additions to the Comparable Sales Brochure, the APPRAISER shall be responsible for sending the comparable sales data record to the designated LPA Appraisal Officer and providing the REVIEW APPRAISER with one (1) copy of comparable sales data sheet for each additional or changed comparable sale record.

All revised appraisal reports shall be reviewed and accepted by the REVIEW APPRAISER prior to any fair market value offers being made. Upon review and acceptance of the revised appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the revised appraisal report(s).

Appraisal in Preparation of Testimony in Eminent Domain Court

The appraisal report(s) completed in preparation of testimony before the Special Court of Eminent Domain shall be prepared and completed in accordance with items 1-8 listed above under "General Scope of Work." The date of valuation shall be the date suit is filed. A letter shall be sent by the LPA to the RIGHT OF WAY CONSULTANT with a copy to the APPRAISER, requesting the preparation of an appraisal report for court. The appraisal for court shall include, but not be limited to market research, property inspection(s), report writing and preparation, preparation of the discovery form, all related attachments, and transmittal letters.

The LPA may require the attendance of the APPRAISER at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney. The APPRAISER shall be available for court appearances and court testimony as required by the LPA.

The appraisal for court shall be reviewed and accepted by the REVIEW APPRAISER before any pre-trial conferences and/or trial testimony unless otherwise authorized by the LPA.

The RIGHT OF WAY CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Update Reports to meet all deadlines. In the event the APPRAISER (OF RECORD) cannot fulfill the obligations to testify as the valuation witness, the RIGHT OF WAY CONSULTANT shall be responsible for supplying a substitute appraisal witness acceptable to the LPA, at no additional costs to the LPA.

REVIEW APPRAISAL SCOPE OF WORK

General

Prior to the acquisition of property, review of the appraisals shall be prepared and completed by the REVIEW APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed by the LPA:

1. Uniform Standards of Professional Appraisal Practice;
2. Applicable laws of the State of Mississippi;
3. Standard Operating Procedures and Title 49, Code of Federal Regulations, Part 24, and any revisions thereto;
3. Appraisal review of the parcels containing improvements shall be completed first;
4. The review appraiser shall be a State Certified General Real Estate Appraiser with at least six (6) years of appraisal experience and must have previous experience in review appraisal work for right of way acquisition;
5. All appraisal review reports shall be completed on appraisal review forms substantially the same as MDOT appraisal review forms that have been approved by the LPA; and
6. The REVIEW APPRAISER shall adhere to USPAP and the applicable laws of the State of Mississippi in the appraisal review function.

General Description of Work

The LPA and the REVIEW APPRAISER shall meet as necessary and as requested by either party. The primary function of the Review Appraisal process is to assure that an acceptable appraisal report containing the estimate of market value is made. The requirements of the appraisal review are set forth in the LPA ROW Operations Manual. In addition to the requirements set forth in the LPA ROW Operations Manual the REVIEW APPRAISER shall be available to assist, advise, and provide written recommendations to the LPA or RIGHT OF WAY CONSULTANT, as requested by the LPA.

The REVIEW APPRAISER shall NOT begin work before a Notice to Proceed is issued. The REVIEW APPRAISER shall complete the review of each appraisal report within ten (10) working days. If deficiencies are found, the appraisal report will be returned to the APPRAISER for corrections. After the

review process is completed and the REVIEW APPRAISER has accepted the appraisal report, the accepted appraisal report along with the appraisal review report shall be submitted to the APPRAISAL OFFICER.

The LPA or the RIGHT OF WAY CONSULTANT shall furnish to the REVIEW APPRAISER the following services and data:

1. One (1) original appraisal report;
2. One original hard copy of the Comparable Sales Brochure ;
3. One Comparable Sales Location Map showing the location of each comparable sale;
4. A Record Search List of the Sections, Townships and Ranges which were researched for comparable sales;
5. Right of Way Appraisal Map;
6. Final Right-of-Way Plans;
7. A copy of all the LPA ROW Operations Manual regarding review appraisal procedures, upon request by the REVIEW APPRAISER; and
8. The most recent LPA Appraisal / Review Appraisal Report Forms Substantially the same as MDOT Appraisal/Review forms shall be used.

The REVIEW APPRAISER shall:

1. Review the original Comparable Sales Brochure provided by the LPA or the APPRAISER and recommend its use to begin the appraisal process;
2. Provide the LPA one original Appraisal Review Report of appraisals that have been completed by the APPRAISER;
3. Provide the LPA copies of the accepted Appraisal Report and Review Appraisal Report for acquisition, relocation, and property management purposes, as applicable;
4. Provide the LPA a parcel tracking code sheet listing all parcels completed similar to (MDOT ROW Form 719) ;
5. Provide a completed Establishment of Just Compensation Form to be reviewed and signed by the Authorized LPA Official, authorized to establish the amount believed to be just compensation;
6. Maintain complete and accurate Weekly Status Reports and Appraisal Review Detailed Status Reports (refer to Appendix A-1 & A-2, respectfully). The format for these reports provided in Appendix A-1 and A-2 shall be followed by the CONSULTANT. The REVIEW APPRAISER shall furnish this report to the APPRAISAL OFFICER on a regular weekly basis; and
7. Furnish the APPRAISAL OFFICER the original accepted and recommended appraisals along with the reviewer's recommendation of the amount believed to be just compensation and supporting documentation. The APPRAISAL OFFICER will distribute to the RIGHT OF WAY CONSULTANT a copy(s) of accepted and recommended appraisals, the review appraisal report, and Establishment of just compensation as provided by the LPA's designated official.

Total Files: _____
 Appraiser: _____
 Review Appraiser: _____
 County: _____
 Project No. _____
 FAP No. _____
 Termini: _____

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ACQUISITION SCOPE OF WORK

The CONSULTANT shall furnish the LPA Acquisition Officer a weekly status report in a format as prescribed by the LPA (See Appendix B).

Reports are due in the LPA's office by e-mail or fax by 10:00am each Friday for the duration of the Work Assignment

Acquisition by Deed

When a parcel is acquired by deed, CONSULTANT shall furnish the following:

- (a) The original right-of-way invoice with the signature of the CONSULTANT'S project manager recommending payment;
- (b) A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust;
- (c) An executed IRS Form W-9 from the property owners;
- (d) A copy of a Fair Market Value Offer ("FMVO") given to every identifiable interest holder and any recommendations for administrative adjustments. Prior approval by the LPA'S ROW Acquisition Officer is required for any Administrative Adjustments to the Fair Market Value. Information pertaining to administrative adjustments on parcels involving displacees shall also be forwarded to the LPA'S Relocation Officer and the CONSULTANT'S Relocation personnel. A contact record in a format prescribed by the LPA; and
- (e) A closing statement signed by the CONSULTANT (original).

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

- (a) Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowners. The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
- (b) Statement in contact record that a copy of the Fair Market Value offer was delivered to every identifiable interest holder; and
- (c) A contact record in a format prescribed by the LPA.

Upon completion of the project, all files are to be delivered by the CONSULTANT to the LPA within 30 days. Each file shall be indexed in a format prescribed by the LPA.

APPENDIX B – ACQUISITION WEEKLY STATUS REPORT

WEEKLY ACQUISITION STATUS REPORT

Cover Sheet

FOR MDOT HQ USE ONLY. DO NOT PRINT AND DISCARD THIS INFORMATION AT FIELD LOCATIONS.

State Project: _____

Acquired (turned-in for payment).....		OCA: _____
Recommended for Condemnation.....		Name of County _____
In Negotiation (Files).....		Terminl: _____
Appraisals Needed.....		
Unable to complete due to revisions	<<(smd, appraisal memo's, etc)	
Total Files.....		

Acquisition Agent(s)	_____
Relocation Agent(s)	_____
Asst Constr Engr	_____
Project Engineer	_____
Dist Surveyor	_____
Utility Coordinator	_____
Review Appraiser	_____
SM&D Squad	_____
Title Reviewer	_____

Dist Ofc Ph: _____ Fax: _____

Chancery Clk: _____ Tax Assessors Ofc: _____

other details specific to project: _____

Hotel ph#s in area _____

RELOCATION ASSISTANCE SCOPE OF WORK

The CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with Local Public Agency Right of Way Operations Manual and Policy decisions and in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Projects.

Prior to initiation of acquisition procedures the CONSULTANT shall conduct a survey of the entire project. Within **five (5)** days of completion of the Relocation Assistance survey, a summary report of the results shall be submitted to the LPA Right of Way Agent Supervisor.

The report content shall include as a minimum:

- (a) A listing of all displaced persons, identified by file number, name and type of displacement, and a summary of any special or unusual problems foreseen, with recommended procedure for mitigation; and
- (b) A copy of the project's Comparable Replacement Housing and Miscellaneous files.

LPA's relocation reviewer or designee shall review and approve all replacement housing computations and moving expense determinations prior to making an offer to the displacee. The LPA Relocation assistance reviewer shall provide the CONSULTANT a written notice of approval.

All Relocation Assistance payments require final approval of LPA'S Right-of-Way Agent Supervisor. When a claim for payment is not approved by LPA, corrections shall be made and the claim re-submitted to LPA within **two (2)** days of correction.

CONSULTANT shall be responsible for determining all necessary moving expenses and/or cost-new estimates. Cost estimates under or equal to \$250.00 shall be paid by the CONSULTANT. All cost estimates greater than \$250.00 may be paid by the LPA with prior approval. For personal property moves of \$2,000.00 or more, estimates from two (2) commercial movers are mandatory. For residential replacement housing payments where existing comparable replacement housing is not available, cost-new estimates from two (2) qualified builders are required.

CONSULTANT shall maintain complete records of Relocation Assistance contacts for each file. CONSULTANT'S Agent assigned to a project shall contact displacees at least every two weeks until the file is closed or placed in Eminent Domain proceedings. All records shall be kept on approved LPA forms in a format prescribed by the LPA and substantially similar to MDOT format.

CONSULTANT shall furnish an up-to-date status report each week in a format prescribed by the LPA [Appendix C]. Reports are due in the LPA'S office by e-mail or fax by **12:00 pm each Thursday for the duration of the PROJECT.**

CONSULTANT assigned to the PROJECT shall remain on the PROJECT while relocation is in progress or until services of the CONSULTANT are otherwise terminated or concluded.

Experience/Educational Requirements for CONSULTANT'S Relocation Assistance Agents
CONSULTANT'S Relocation Assistance Agents shall meet the following minimum requirements:

Education:

A Master's Degree from an accredited four-year college or university

AND

Experience:

Two (2) years of experience related to real estate field or relocation assistance

OR

Education:

A Bachelor's Degree from an accredited four-year college or university

AND

Experience:

Three (3) years of experience related to relocation assistance or real estate

OR

Education:

Graduation from a standard four-year high school or equivalent (GED)

AND

Experience:

Five (5) years of experience related to relocation assistance or real estate.

Completion of the Relocation Assistance Certification Program courses associated with International Right-of-Way Association and National Highway Institute may be substituted for the Bachelor's Degree listed above.

CONSULTANT shall assign to each project under contract with the LPA at least one Relocation Assistance Agent having either an SR/WA designation or a relocation assistance certification from the IRWA or other governing body as determined by the MDOT.

If a trainee is assigned to work on a project, (s)he must be supervised by a Relocation Assistance Agent and confined to data collection duties only.

For any relocation project that covers between sixty (60) to one hundred twenty four (124) parcels for relocation, CONSULTANT will assign two (2) Relocation Assistance Agents, one of whom shall be certified as specified above.

For any relocation project that covers between one hundred twenty five (125) and two hundred (200) parcels for relocations, CONSULTANT will assign a minimum of three (3) Relocation Assistance Agents, two of whom shall be certified as specified above.

For any relocation project that exceeds two hundred (200) parcels having relocations, an additional Relocation Assistance Agent will be assigned for each additional thirty (30) relocations. One of any 3 (three) Relocation Assistance Agents added shall be certified as specified above.

The CONSULTANT shall be responsible for notifying the LPA Property Management Section, in writing, within two (2) days of when improvements have been vacated.

Relocation Procedures

The CONSULTANT shall follow these procedures when called upon to act on behalf of the LPA, unless specifically stated otherwise:

1. A copy of the initial contact documentation and pertinent completed forms must be sent to the LPA Office for a file to be opened;
2. The certificate of **LEGAL RESIDENCY** must be obtained from every displace;

3. All **REVIEW** files must be sent to the LPA except when individual files are needed on a project for reviewing of Offers or Claims for Payment;
4. The LPA Relocation Section **must** approve of any administrative adjustments for consultant files. The CONSULTANT shall be required to submit written justification explaining how much and where the adjustment was placed. Necessary adjustments to relocation offers must be made to avoid duplication of payments;
5. The LPA must advise the CONSULTANT of any files that are condemned so that payments will not be processed for Relocation entitlements on these files unless pre-approved;
6. The CONSULTANT must attend closings with displacees when replacement property is purchased. The LPA does not approve the leaving of a warrant with a closing attorney. The CONSULTANT, unless otherwise stated by the LPA, must be a part of the closing process;
7. Prior to the release of a warrant, the CONSULTANT must review the closing documents and verify that the terms of the sale are the same as those stated in the displacee's contract. The following documentation must be obtained at the closing:
 - A. Copy of the executed HUD closing statement signed by the seller, the buyer and the attorney;
 - B. Copy of the executed Warranty Deed;
 - C. Copies of all checks issued from the attorney's escrow accounts that are pertinent to the purchase price of the replacement dwelling;
 - D. Copy of the executed mortgage note;
 - E. Copy of the Deed of Trust; and
 - F. Copy of closing documentation.
8. The CONSULTANT shall obtain a copy of the recorded WARRANTY DEED and if there is a mortgage at the replacement, a copy of the recorded DEED OF TRUST;
9. Replacement properties that are being acquired through less than arms-length transactions (relatives, close associates, etc.) need an appraisal from an appraiser that cannot be construed as being influenced by the Relocation Agent, buyer and/or seller;
10. When a dwelling is vacated, pictures are required of the inside and outside of the dwelling. Documentation of the inspection must be done on the MDOT form ROW-681 and the clearance form, or substantially similar forms along with the key, must be turned over to the LPA;
11. Relocation files on parcels placed in condemnation must be sent a 90-Day Quick-Take Notice, along with an appropriate SOP Eminent Domain Letter, as soon as the file is recommended for condemnation by the CONSULTANT. The 30-Day Quick-Take Notice must be mailed when 60 days have passed since delivery of the 90-Day Quick Take Notice and the required funds are deposited with the Circuit Clerk. Upon receipt of the Right of Entry and Immediate Possession, the displacees must be sent, at the LPA'S discretion and prior approval, a 45-Day Encroachment Letter or processed for eviction.;
12. Consultants **must** provide confirmation of all sent 30-Day Notices, 90-Day Quick-Takes and 30-Day Quick-Takes, along with the appropriate SOP Eminent Domain letters as soon as each is sent and confirmation that each notice has been received; Delivery of notices by Certified Return Receipt USPS mail is preferred;

13. The CONSULTANT shall provide to the LPA supporting documentation used to determine extent of eligibility to non-residential moving expenses and reestablishment expense payments:

A. Schedule C for Businesses – the term "Business" means any lawful activity, except a farm operation, that is conducted:

- 1) Primarily for the purchase, sale, lease and/or rental of personal and/or Real Property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property;
- 2) Primarily for the sale of services to the Public;
- 3) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or
- 4) By a nonprofit organization that has established its nonprofit status under applicable Federal or State Law. {Federal Register Part V Department of Transportation FHIA 49CFR Part 24.2(4)}

B. Schedule E for Rents and Royalty;

C. Schedule F for Farm; and

D. Form 990 for Non-Profit Organizations

Signed copies of the Federal Tax Return signature page are also required.

The use of the business reestablishment expense payment for the purpose of purchasing **Capital Assets** is **NOT ALLOWED**, unless otherwise stated by MDOT. In every case where a business reestablishment payment is used to construct a new replacement improvement or purchase an existing replacement improvement and/or site, the proposed purchase must be **APPROPRIATELY DOCUMENTED AND PRE-APPROVED** by the MDOT ROW Division District Coordinator.

A business in operation for less than a year and not having filed an Income Tax Return may qualify as a business with the submission of documentation deemed acceptable by the LPA. Appropriate documentation may include but is not limited to the following; business Tax ID Number, Privilege License, Permit, or other;

14. Increased interest payment (mortgage interest buy-down) is based on the mortgage in effect at the displacement dwelling relative to the prevailing interest rate in the area in which the replacement dwelling is located. A loan obtained at an interest rate **HIGHER** than the prevailing interest rate for the area **MAY NOT** qualify for an increased interest payment. The LPA shall be contacted if any question arises as to the displacee's qualification for this payment;
15. The number of businesses on a parcel and the number of consultant fees for businesses which may be charged to a parcel will be determined and **approved by the LPA**;
16. A partial payment of 50% of the Consultant Fee may be claimed when the relocation offer is made and a copy of the offer letter with supporting documentation is provided. Final payment for the Consultant Fee may be submitted to LPA after proper completion of all documentation **AND** expiration/exhaustion of the displacee's relocation benefits;
17. To close a file, the CONSULTANT shall submit written notification clearly stating **Relocation is accomplished—Close File**;

18. Cost estimates under \$250.00 are to be paid by the CONSULTANT. All costs over \$250.00 must be approved by the LPA; and
19. The CONSULTANT is allowed to give one 30-Day extension. All others are to be approved by the LPA.

Project No.:
New Project No.:
County:
Termini:

Date
District
Agent Name

[illegible]

PROPERTY MANAGEMENT SCOPE OF WORK

The general scope of work for Property Management shall include the tasks of Property Management Inventory, Asbestos Abatement and Demolition, Environmental, and Water Well Drilling. Depending on the LPA needs, the CONSULTANT may be required to perform any or all of the following tasks. The general scope of work for each task is outlined in the following sections:

Property Management Inventory

Prior to the initiation of acquisition procedures, the CONSULTANT shall provide the following services, at a minimum:

- conduct a rodent inspection (Rodent Report) of the entire project and submit a memorandum to the LPA (example memorandum attached as Appendix D);
- identify all improvements located within the proposed right-of-way and submit an LPA Improvement Inventory form (Appendix E) for each improvement to the LPA;
- complete a salvage value appraisal for each improvement using MDOT form ROW-720 (Appendix F). Salvage values for improvements shall be established following LPA Property Management Section Procedures. Salvage values must be reviewed and approved by the LPA. The completed MDOT ROW-720 (Appendix F) form shall be submitted to the LPA;
- conduct a Transaction Screening Questionnaire (Appendix G) for each parcel located within the proposed right-of-way. The completed Transaction Screening Questionnaire shall be submitted to the LPA;
- conduct an asbestos inspection of all improvements located within the proposed right-of-way. The asbestos inspection shall be conducted by a Mississippi certified asbestos inspector. The asbestos reports shall be submitted to the LPA within 10 days of completion; and
- prepare plans and specifications for asbestos abatement, if necessary. The plans and specifications shall be prepared by a Mississippi certified Asbestos Project Designer. The plans and specifications shall be submitted to the LPA.

Asbestos Abatement and Demolition

The CONSULTANT shall provide the following services, at a minimum:

- submit a STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM (Appendix H) to the Mississippi Department of Environmental Quality for the project. A copy of the notification form shall be submitted to the LPA;
- perform asbestos abatement in accordance with the plans and specifications, as required. Asbestos abatement shall be performed by a Mississippi certified asbestos abatement contractor;
- provide air-monitoring services during asbestos abatement activities. Air monitoring services shall be provided by a third party consultant; and
- remove, sell, and/or demolish all improvements located within the proposed right-of-way.

Within 10 days of the improvements being vacated, the CONSULTANT shall submit a written recommendation to the LPA for the disposal of improvements on each parcel. No improvements are to be sold back to the original property owner unless they are to be used for replacement housing or business operations through the relocation assistance program. This request must be made in writing and be approved by the LPA.

The CONSULTANT shall be responsible for advertising improvements for sale and for the collection of monies from said sales. An automatically forfeitable performance bond for 10% of the purchase price or \$500, whichever is greater, shall be required from the purchaser on all sales of improvements to insure that the property is vacated in a timely manner. A sales contract (Appendix I) shall be executed allowing a maximum of forty-five (45) days for the purchaser to remove improvements. If improvements are not removed within 30 days of the date of the contract, the CONSULTANT shall provide written notice to the purchaser that title shall be transferred back to LPA pursuant to the terms of the contract (Appendix L). Monies collected shall be forwarded to the LPA within five (5) days of collection, along with a memo of transmittal. The sale and advertisement of all improvements shall be performed in accordance with Property Management Section Procedures, LPA ROW Operations Manual, Miss. Code Ann. Section 65-1-123 and 40 CFR Part 61.145. The LPA has the right to reject any and all bids. No sale is final until approved by the LPA.

The CONSULTANT shall furnish the purchaser of improvements with a partially completed Demolition/Renovation Notification Form (Appendix H), to be completed by the purchaser. In accordance with state and federal regulations, this form must be submitted by the purchaser to the Mississippi Department of Environmental Quality at least ten (10) working days prior to the removal of improvements. Asbestos and lead disclosure statements (Appendix J & K) must be signed by the purchaser and put in the parcel file.

The CONSULTANT shall be responsible for monitoring the removal of improvements from the right of way to insure that they are removed in accordance with all federal and state regulations.

The CONSULTANT shall notify the LPA Property Management Officer in writing within 15 days of the improvements being removed from the right-of-way.

Environmental

Prior to the initiation of acquisition procedures, the CONSULTANT shall review the Hazardous Material portion of the environmental document. Any known or potentially contaminated sites shall be handled in accordance with Federal, State and Local regulations and following LPA Property Management Section Procedures in the LPA ROW Operations Manual. Specifics regarding known contaminated sites shall be outlined in the specific scope of work, Exhibit 2.

If underground storage tanks (USTs), suspected or buried containers, hazardous and/or toxic substances are discovered during the performance of this contract, other than that contracted for removal, work in this area shall be immediately discontinued and measures taken to protect susceptible nearby wetlands or ground-water sources.

The CONSULTANT shall report to the LPA Property Management Officer any evidence or conditions which may cause suspicion that a waste site of hazardous or toxic materials and/or containers or USTs has been located within the right-of-way limits of this project. Work shall cease immediately at such suspected site and shall not resume until directed by the Project Director.

The LPA reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous and/or toxic waste, not a subject of this CONTRACT. Should the disposition of such material require special procedures by certified personnel, the LPA will provide/contract with qualified persons to dispose of the material.

Water Wells

The CONSULTANT shall identify and decommission all water wells located within the proposed right-of-way. The wells shall be decommissioned in accordance with Federal, State and Local regulations and following LPA Property Management Section Procedures and LPA Right of Way Division SOPs.

Payment

Payment for all items of work shall include all labor, materials, fuel, taxes, transportation, permits, notices, fees, bonds, insurance and other items of work necessary for a complete performance of a Work Assignment. No additional payment shall be due the CONSULTANT for waiting, demurrage or other delays at the landfill or disposal site.

Responsibility

The CONSULTANT shall assume all responsibility for damage to existing utilities. The CONSULTANT shall be responsible for the disconnection of any utilities to the improvements to be removed and shall be responsible for notifying the utility companies prior to commencement of the work. No payment will be made for delays, interference or damage caused to or by existing utilities.

The LPA will provide any information in its possession regarding utilities to the CONSULTANT however, the CONSULTANT shall be fully responsible for the location of all utilities. The CONSULTANT shall take all the necessary precautions to protect these utilities from damage. In the event that the utilities are damaged by the CONSULTANT during the prosecution of the work, the CONSULTANT shall repair or replace the utility at his own expense.

Payment for the above work shall be made upon completion and verification according to payment schedule indicated in Exhibit 3.

APPENDIX D

RODENT REPORT

YOUR COMPANY LETTERHEAD

MEMORANDUM:

(Date)

To: Property Management Officer
LPA – Right of Way Division

Project:
(Project Number)

From:

Termini:

Subject: Rodent Report

County:

APPENDIX E
LPA IMPROVEMENT INVENTORY

Project Number: _____	County: _____
Parcel Number: _____	Station No.: _____
Property Owner: _____	
Date Acquired: _____ Improvement Type: _____	
Size: _____ Sq. ft. Materials/Construction: _____	
Condition: _____ Special Equipment: _____	
Salvage Value: _____	Foundation Type: _____ Age: _____
Asbestos Inspection Date: _____	Asbestos Type: _____
e.g. flooring, roofing, ceiling tile, sheetrock, etc.	
TSQ Date: _____	Date Relocation Completed: _____
Recommended Removal Method: _____	Construction Letting Date: _____ month/year
Date of Private Sale: _____	Purchaser: _____
Sale Price: _____	Date Bid Received: _____ Date Check Received: _____
Date Bill of Sale Mailed to Purchaser: _____	Removal Deadline: _____
Remarks: _____ _____ _____	

Revised 07/02/2001

APPENDIX F

Salvage Appraisal

Date _____

Project _____

County _____

Parcel _____

Owner _____

The improvements consist of: _____

Comparable Sales:

1. _____

2. _____

3. _____

Based on the above sales, a total salvage value of \$ _____ is placed on the improvements. A

photograph of each improvement is attached.

Signed _____

Property Manager

Revised 07/02/2001

APPENDIX G

TRANSACTION SCREENING QUESTIONNAIRE

Completed by: _____

Date: _____

Description of Site:

Project: _____

Other site
Information: _____

Parcel: _____

Owner: _____

Improvements: _____

QUESTION

OWNER

OCCUPANT
(if applicable)

OBSERVED
DURING
SITE VISIT

1. Is the property or any adjoining property used for an industrial purpose?

YES NO
UNK*

YES NO
UNK*

YES NO UNK*

2. To the best of your knowledge, has the property or any adjoining property been used for an industrial purpose in the past?

YES NO
UNK*

YES NO
UNK*

YES NO UNK*

3. Is the property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, waste processing, or recycling facility?

YES NO
UNK*

YES NO
UNK*

YES NO UNK*

4. To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, waste processing, or recycling facility in the past?

YES NO
UNK*

YES NO
UNK*

YES NO UNK*

UNK* = UNKNOWN OR NO RESPONSE
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
5. Are there currently or to the best of your knowledge, have there been previously, any automotive or industrial batteries in significant quantities, or pesticides, paints, or other chemicals in individual containers of greater than five gallons in volume, or fifty gallons in the aggregate, stored on or used at the property or at the facility?	YES NO UNK*	YES NO UNK*	YES NO UNK*
6. Are there currently or, to the best of your knowledge, have there previously been any industrial drums (typically 55 gallon) or sacks of chemicals located on the property or at the facility?	YES NO UNK*	YES NO UNK*	YES NO UNK*
7. Has fill dirt been brought onto the property which originated from a contaminated site or which is of an unknown origin?	YES NO UNK*	YES NO UNK*	YES NO UNK*
8. Are there currently or, to the best of your knowledge, have there previously been any pits, ponds or lagoons located on the property in connection with waste treatment or waste disposal?	YES NO UNK*	YES NO UNK*	YES NO UNK*
9. Is there currently or, to the best of your knowledge, has there ever been any stained soil on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
10. Are there currently or, to the best of your knowledge, have there ever been any registered or unregistered storage tanks (above or underground) located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
11. Are there currently or, to the best of your knowledge, have there ever been any vent pipes, fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK* = UNKNOWN OR NO RESPONSE
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
	YES NO UNK*	YES NO UNK*	YES NO UNK*
12. Are there currently or, to the best of your knowledge, have there ever been any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?			
13. If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system, or has the well been designated as contaminated by any government environmental/health agency?			
14. Does the Owner or Occupant of the property have any knowledge of environmental liens or governmental notification relating to past or current violations of environmental law with respect to the property or any facility located on the property?			
15. Has the Owner or Occupant of the property been informed of the past or current existence of hazardous substances, or petroleum products, or any environmental violations with respect to the property, or any facility located on the property?			
16. Does the Owner or Occupant of the property have any knowledge of any Environmental Site Assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property and recommended further assessment of the property?			

UNK* = UNKNOWN OR NO RESPONSE
QUESTION

	OWNER	OCCUPANT (if applicable)	OBSERVED DURING SITE VISIT
17. Does the Owner or Occupant of the property know of any past, threatened, or pending lawsuits, or administrative proceedings, concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any Owner or Occupant of the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
18. Does the property discharge wastewater, other than storm water, directly to a ditch or stream on or adjacent to the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	YES NO UNK*	YES NO UNK*	YES NO UNK*
20. Is there a transformer, capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?	YES NO UNK*	YES NO UNK*	YES NO UNK*

UNK* = UNKNOWN OR NO RESPONSE
QUESTION

Revised 07/02/2001

STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM

Incomplete notices will not meet notification requirements.

I. TYPE OF NOTICE:

()	Original	()	Revision	()	Canceled
		()	Annual	()	Info. Only

II. TYPE OF PROJECT:	☐	Renovation	☐	Demolition
	☐	Ordered Demolition	☐	Emergency Renovation

III. **SITE INFORMATION:** Name: _____
Description: _____
Address: _____
City: _____ County: _____ State: _____ Zip: _____
Contact Person: _____ Telephone: _____

IV. **OWNER INFORMATION:** Name: _____
Full Mailing Address: _____
Contact Person: _____ Telephone: _____

V. **ASBESTOS REMOVAL CONSULTANT:** Name: _____
 Certification No: _____ Exp. Date: _____
 Full Mailing Address: _____
 Contact Person: _____ Telephone: _____

VI. **CONSULTANT** (Other): Name: _____
Full Mailing Address: _____
Contact Person: _____ Telephone: _____

VII. ASBESTOS REMOVAL PROJECT DATES (MM/DD/YY):
Removal Project Start: / / Removal Project Stop: / /

VIII. DEMOLITION/RENOVATION PROJECT DATES (MM/DD/YY):
 Project Start: / / Project Stop: / / Prep Date: / /

Bldg. Size (SQ FT):

Bldg. Size (LN FT):

IX. BUILDING INFORMATION:

No. of Floors: _____ Age in Years: _____

Present Use: _____ Prior Use: _____

X. ASBESTOS INSPECTION:
 Was site inspected to determine presence of asbestos? () Yes () No
 Inspection Date: ____/____/____ Asbestos Present? () Yes () No
 Inspector: _____ Cert. No.: _____ Exp. Date: ____/____/____
 Identify suspect materials sampled: _____
 Laboratory Analysis: TEM _____ PLM _____ Other _____
 Name of Laboratory: _____

STATE OF MISSISSIPPI DEMOLITION/RENOVATION NOTIFICATION FORM - CONTINUED

XI. QUANTITY OF RACM TO BE REMOVED:

Pipes (LN FT) _____ Surface Area (SQ FT) _____
Volume of Facility Components (CU FT) _____

**XII. QUANTITY OF NONFRIABLE
ASBESTOS**

NOT REMOVED

TO BE REMOVED

Category I: _____ Category II: _____

XIII. WASTE TRANSPORTER: Name: _____

Full Mailing Address: _____

Contact Person: _____ Telephone: _____

XIV. WASTE ASBESTOS DISPOSAL SITE: Name: _____

Physical Location: _____

Full Mailing Address: _____

Contact Person: _____ Telephone: _____

* All asbestos waste should go to a permitted sanitary landfill.

XV. DISPOSAL SITE FOR DEMOLITION DEBRIS (Other than asbestos):

Name: _____

Physical Location: _____

Full Mailing Address: _____

Contact Person: _____ Telephone: _____

* All demolition debris (other than asbestos) should go to an authorized Rubbish Site, or to a permitted sanitary landfill.

XVI. REMOVAL/DEMOLITION PROCEDURES TO BE USED (Check all that apply):

_____ Strip & Removal	_____ Double Bagging	_____ Mechanical Chipping	_____ Component Removal
_____ Wrecking Ball	_____ Gross Demolition	_____ Remove Intact	_____ Bulldozer
_____ Containment	_____ Glove Bag	_____ Explode	_____ Negative Air
_____ Wet Method	_____ Roofing Saw	_____ Other -- Explain Below:	

XVII. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK:

XVIII. PROCEDURES TO BE FOLLOWED IF UNEXPECTED ACM IS FOUND OR NONFRIABLE ACM BECOMES CRUMBLD, PULVERIZED, OR REDUCED TO A POWDER OR SMALL PIECES:

All work will cease. MDEQ will be notified.

* Will MDEQ be notified of any significant changes? (XX) yes () no

XIX. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, IDENTIFY AGENCY BELOW:

Name: N/A

Title: _____

Authority: _____

Date of Order: ____ / ____ / ____

Date Demolition to Begin: ____ / ____ / ____

XX. EMERGENCY DEMOLITION/RENOVATIONS: Date of Emergency: ____ / ____ / ____ Time: ____
Description of the sudden, unexpected event:

N/A

Explanation of how the event caused unsafe conditions or would cause equipment damage or unreasonable financial burden:

N/A

XXI. When asbestos-containing material is present, an individual trained in the provisions of the regulation (40 CFR 61 Subpart M) will (shall) be on site during the demolition or renovation and evidence that the required Training has been accomplished by this person will be available for inspection during normal business hours.

I certify that all of the above information is correct.

Type or Print Name and Title

Signature

Date

MAIL TO: Office of Pollution Control
101 West Capitol Street, Suite 100
Jackson, MS 39201
(601) 961-5171

or P. O. Box 10385
Jackson, MS 39289-0385

**APPENDIX I
LPA
AGREEMENT TO PURCHASE IMPROVEMENTS**

Date _____

Project No. _____ Parcel No. _____

County _____ Purchaser _____

The LPA agrees to sell to the above named Purchaser the following described improvements located in the right of way of the above referenced project and parcel:

The Purchaser understands and agrees to the conditions set forth below which are necessary to permitting the Purchasing and Removing of said improvements:

1. The Purchaser agrees to pay _____ to the LPA by Certified Check, Cashier's Check or Money Order for the purchase of said improvements;
2. The Purchaser agrees to completely remove said improvements to ground level and remove all debris resulting from said removal except concrete slabs within **45** days from the date of this agreement;
3. It is further agreed that if said improvements are not removed by **{{insert date equal to forty-five days from latest date of execution}}**, that title to said improvements shall, after this date, vest in the LPA;
4. Removal shall conform with federal, state and local government laws or ordinances as may be applicable. Burning of disposable material shall not occur unless such burning is done in accordance with applicable federal, state and/or local government laws or ordinances;
5. The Purchaser hereby agrees to comply with the Rules and Regulations of the U. S. Environmental Protection Agency as printed in 40 C. F. R. Part 61 pursuant to Section 112 of the Federal Clean Air Act, as amended, with reference to Asbestos Removal. The Purchaser agrees that he or his assigns will file a Demolition/Renovation Notification Form with the Mississippi Department of Environmental Quality ten (10) working days prior to work beginning on demolition and on any removal or renovation involving the aforesaid improvements. (SEE ATTACHED MDEQ NOTICE.);

Agreement to Purchase Improvements
Page two

Project No. _____

Parcel No. _____

County _____

Purchaser _____

6. The Purchaser agrees to save and hold harmless the LPA or its agents, employees, assigns and representatives from any and all claims of any person whomsoever for damages arising out of the Purchaser's or his agents' or employees' carrying out the removal of the improvements herein referred to, or in clearing the right of way of debris, or in any other way performing under this Agreement to Purchase Improvements;
7. If any of said improvements are occupied by a tenant, the Purchaser agrees to take no action to remove the improvements until the improvements have been vacated by the tenant. The Purchaser will be allowed a minimum of 30 days after vacation by the tenant to remove the improvements regardless of any other time limits established by this agreement in paragraphs 2 and 3. The tenant will not be required to vacate for a minimum of 90 days after the initiation of negotiations for the referenced property or a minimum of 30 days after the date of conveyance of the real property to the State, whichever is later, and the Purchaser shall take no actions to cause the tenant to vacate the improvements; and
8. It is hereby agreed and understood that the Purchaser shall remain responsible for the removal of the improvements even in the event that said improvements are re-sold to a third party. This Agreement cannot be assigned without the consent of the LPA.

PURCHASER(S)

OWITNESSED BY:

LPA CLEARANCE AGENT

APPENDIX J

Parcel _____ Project _____
County _____

Disclosure of Information on Asbestos Containing Materials

Asbestos is commonly found in materials such as flooring, roofing, mastic (adhesives), drywall and joint compound, fireproofing, and acoustical and decorative plaster. Intact, undisturbed ACMs (asbestos containing materials) generally do not pose a health risk. They may become hazardous when damaged, disturbed, or deteriorated over time, and may release fibers into the air. Asbestos fibers can cause serious health problems. If inhaled, they can cause diseases that disrupt the normal functioning of the lungs. Asbestosis (a fibrous scarring of the lungs), lung cancer, and mesothelioma have been linked to asbestos exposure. These diseases do not develop immediately, and it may be twenty years or more before symptoms appear. The Federal Clean Air Act required the U. S. Environmental Protection Agency (EPA) to develop and enforce regulations to protect the general public from exposure to airborne contaminants that are known to be hazardous to human health. In accordance with Section 112 of the Clean Air Act, the EPA established the National Emissions Standards for Hazardous Air Pollutants (NESHAPS) 40 CRF 61 to protect the public. The Mississippi Department of Environmental Quality (MDEQ) has the task of enforcing these policies in Mississippi. The LPA, in acquiring properties for rights of way, falls under these regulations, therefore, the LPA is required to inspect for ACMs, every building to be removed from the right of way.

Seller's Disclosure

(a) Presence of asbestos containing materials (ACMs) (check (i) or (ii) below):

(i) ___ Known asbestos containing materials are present in the building(s) as follows:

(ii) ___ Building inspected for asbestos containing materials; none identified.

(b) Limitations on removal of building(s):

(i) ___ Building must be moved intact, taking care not to disturb the following materials:

(ii) ___ Building(s) may be moved intact, cut and moved in sections, or demolished for salvage.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Purchaser

Date

Agent

Date

APPENDIX K

Owner_____

Parcel_____

Project_____

County_____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)_____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)_____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c)_____ Purchaser has received copies of all information listed above.

(d)_____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Owner_____

Parcel_____

Project_____

County_____

(e)_____Purchaser has (checked (i) or (ii) below):

(i)_____received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)_____waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

APPENDIX L
YOUR COMPANY LETTERHEAD

(Date)

(Purchaser's Name & Address)

CERTIFIED MAIL

RE: Removal of Improvements
(Project Number)
(Parcel Number)
(County)

Dear (Purchaser):

On (purchase date), you purchased from the {LPA's name} a (improvement) formerly owned by (previous owner). I recently made an inspection of the above project and found that the improvement(s) is/are still located on the premises.

As you know, one of the terms of the sale was that the purchaser would remove the improvement(s) by (removal deadline). It is imperative that you initiate steps to complete the removal of this improvement from the right of way. If this site is not cleared by (new removal deadline), title will automatically transfer back to {LPA's name} pursuant to the terms of the contract. The performance deposit of (\$) is hereby forfeited. Your immediate attention concerning this matter is appreciated.

Very truly yours,

ORDER AND ARRANGEMENT OF DOCUMENTS IN FILES

Documentation contained within the LPA ROW files are to be arranged in order as set forth in
APPENDIX M

APPENDIX M
ORDER OF FILE DOCUMENTS
[TOP TO BOTTOM]

TITLE REPORT

ACQUISITION DOCUMENT:

RECORDED WARRANTY DEED, PERMANENT EASEMENT, TEMPORARY EASEMENT, X-DEED
(IF PROPERTY OWNER REJECTED OFFER TO PURCHASE UNECONOMIC REMNANT WRITE IN
BOLD LETTERS ACROSS X-DEED "OFFER REJECTED")

CANCELED CHECK/WARRANT

DONATION DOCUMENTATION IF APPLICABLE PER REQUIREMENTS OF 49CFR Part 24

APPRAISAL/WAIVER VALUATION (IF APPLICABLE)/PROPERTY OWNER RELEASE OF OBLIGATION TO
PREPARE APPRAISAL

REVIEW APPRAISAL

LPA OFFICIAL'S ESTABLISHMENT OF JUST COMPENSATION

FAIR MARKET VALUE OFFER (AS PRESENTED TO THE PROPERTY OWNER)

ADMINISTRATIVE ADJUSTMENT DOCUMENTATION IF APPLICABLE

RELOCATION ACCOMPLISHED LETTER

RELOCATION OFFER(S) LETTER

DOCUMENTATION OF COMPUTATIONS

RELOCATION REVIEW AND ACCEPTANCE OF OFFERS STATEMENT/SIGNATURE

SUPPORTING RELOCATION DOCUMENTATION

REPLACEMENT DWELLING INSPECTION REPORT (RESIDENTIAL ONLY)

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, for all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT. The CONSULTANT shall prepare an estimate for the specific work identified for the contemplated improvement, and the LPA shall review and may approve this amount on a PROJECT basis using typical rates, and when acceptable issue the Notice to Proceed to the CONSULTANT.

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

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the PROJECT and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

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

Labor-Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain attorney pre-trial and trial testimony).

Unit-costs as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit. The Unit Cost rates shall be established in the Rate Table of Exhibit 3 submitted by the CONSULTANT below.

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

**CONSULTANT'S KEY PERSONNEL AND PROJECT STAFF & RESPONSIBILITIES &
SUBCONSULTANTS**

RIGHT OF WAY TECHNOLOGY, INC.
MARK DYE
JERRY HAWKINS

PROJECT MANAGEMENT
ACQUISITION
RELOCATION ASSISTANCE
PROPERTY MGT INVENTORY

MICRO METHODS

INITIAL ASBESTOS ASSESSMENT

PRINGLE & ROEMER

TITLE AND CLOSING

GLOBAL VALUATION SERVICES

APPRAISAL

JEB STEWART

REVIEW APPRAISAL

BRUCE FOGG

RELOCATION REVIEW

BARRY ZIRULNIK

EMINENT DOMAIN ATTORNEY

CONSULTANT RIGHT OF WAY TECHNOLOGY, INC.
593 RISHER ROAD
CARTHAGE, MS 39051
PH (601) 650-0800

PROGRESS SCHEDULE

All parcels will be acquired or condemned by _____ and all relocatees will be moved by _____.

Appraisal Reports for all Parcels must be completed by _____.

All Appraisal Review Reports must be completed by _____.

Property Management Inventory shall be completed for all parcels within _____ days of the Notice to Proceed.

Asbestos Abatement and Demolition shall be completed within _____ days of the completion of relocation of all displaced persons and/or business relocation from the parcel.

MAXIMUM ALLOWABLE COST

The CONSULTANT shall not exceed the "Cost Per Parcel" Rate established for this Work Assignment identified below.

Function		Estimated number of Parcels	Cost per Parcel	Total Cost
Appraisal				
Phase I	Improved Residential	23	\$2,000	\$46,000
	Vacant Residential*	0	\$1,500	\$0
	Vacant Commercial*	2	\$3,000	\$6,000
	Complex	5	\$5,000	\$25,000
Phase II	Eminent Domain			
	Court Updates Residential	1	\$1,000	\$1,000
	Court Updates Commercial	1	\$1,500	\$1,500
	Court Updates Complex	1	\$2,500	\$2,500
	Trial & Pretrial Testimony	50 hrs	\$95/hr	\$4,750
Revisions	Desk*	1	\$350	\$350
	Field*	1	\$500	\$500

Review Appraisal

First Review*	30	\$900	\$27,000
Revisions*	1	\$250	\$250

*Use of Value Determinations is considered in the number of parcels being appraised and reviewed. Therefore, fees for additional appraisals may be required at the specified cost per parcel.

Acquisition and Project Management

With Improvements	28	\$3,500	\$98,000
No Improvements	24	\$3,500	\$84,000
Mortgage Company Release Fees – Actual Cost as an Administrative Adjustment			

Relocation Assistance **

Residential	17	\$5,000	\$85,000
Businesses/Non Profit	14	\$5,000	\$70,000
Misc./Personal	2	\$1,800	\$3,600

**subject to contract provisions for moving cost estimates. LPA is invoiced for half the fee when the offer is presented, and the remaining half fee when the file is accepted for closure.

Relocation Review **

Residential/Business	31	\$1,200	\$37,200
Misc. Personal Property	2	\$600	\$1,200

**LPA is invoiced for half the fee when the offer is reviewed, and the remaining half fee when the file is accepted for closure.

Property Management

Initial Asbestos Inspection	20	\$250	\$5,000
Property Management Inventory	20	\$250	\$5,000

Title and Closing			
First Title Certificate and Deeds	52	\$450	\$23,400
Update Title Certificate and Deeds	5	\$150	\$750
Final Title Certificate	52	\$100	\$5,200
Closing/Disbursement/Recording	52	\$250	\$13,000
Title and Curative Attorney	50 hrs	\$175/hr	\$8,750
Completion of Appraisal for Court			
Trial & Pretrial testimony ***	50 hrs	\$95/hr	\$4,750
Eminent Domain Attorney***	150 hrs	\$110/hr	\$16,500

***The CONSULTANT may be due additional funds if the estimated amount of hours are exceeded. The CONSULTANT may also be due additional funding for associated court costs, witness fees, deposition fees and travel expenses.

****The Contract Term in Article III is to assume a Notice to Proceed is provided in August of 2014.

Maximum Project Costs = \$576,200

[Use for Labor Hour/Unit Cost Projects]

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$576,200** (Total of all Charges) without the prior written consent of both parties.

The LPA may *retain 25% of the CONSULTANT'S contract amount* until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

EXHIBIT 4

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

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

DATE:

ATTENTION: Consultant Services Administrator

INVOICE NO. 0000*

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____.

CONSULTANT: _____

Summary of Billings

CURRENT	PREVIOUS	TOTAL ALLOWED
Invoice	Invoice	TO DATE

UNIT COSTS

Appraisal	\$	\$	\$
Review Appraisal	\$	\$	\$
Acquisition	\$	\$	\$
Relocation	\$	\$	\$
Property Management	\$	\$	\$
Eminent Domain Services			
Appraisals for Court	\$	\$	\$
Pre-Trial Preparation	\$	\$	\$
Trial Testimony	\$	\$	\$

PROJECT TOTAL	\$	\$	\$
---------------	----	----	----

NOTE:

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

Sample Invoice by Parcel Unit Cost /Hourly Rate

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

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*

PERIOD _____, 20____ THROUGH _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20____, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____.

CONSULTANT: _____

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

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

EXHIBIT 5

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

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

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$25,000 and all sub-consultants shall certify and disclose accordingly.

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

- (a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this 15th day of April, 2014.

{Consultant Firm}

ATTEST:

My Commission Expires:



[Signature]
Patsy Ballenger
Notary

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the _____ day of _____, 20__.

CITY OF GAUTIER, MISSISSIPPI

Samantha D. Abell, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

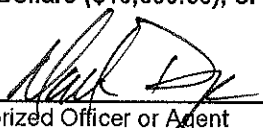
PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

154330
EEV* Company Identification Number [Required]

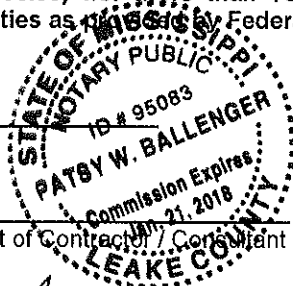
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

BY: 
Authorized Officer or Agent

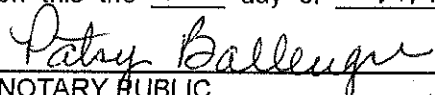
4-15-14
Date

MARK DYE
Printed Name of Authorized Officer or Agent

PRESIDENT
Title of Authorized Officer or Agent of Contractor/Consultant



SWORN TO AND SUBSCRIBED before me on this the 15th day of APRIL, 2014.


NOTARY PUBLIC
My Commission Expires: Jan 21, 2018

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

Mark Dye, SR/WA, R/W-RAC

Acquisition and Relocation Agent

Education:

- * Bachelor of Science,
Industrial Engineering
Mississippi State University

Professional Resume
2/28/14

593 Risher Road
Carthage, MS 39051
toll free (877) 439-2507
mobile (601) 650-0800
email mrdye@me.com

Professional History

I graduated from Clinton High School in Clinton, Mississippi. During summer months school I was a carpenter's helper for my grandfather, a residential carpenter. I attended Hinds Community College and was a part-time Sales Associate at McRae's Department Store. I graduated from Mississippi State University in 1988 with a Bachelor of Science Degree in Industrial Engineering. While at MSU I participated in the cooperative education program. My work study was conducted at G & O Mfg. and Milwaukee Electric Tools, both in Jackson, MS.

Industrial Engineering Experience

Upon receiving a BSIE degree my career was focused on furniture related industries for 10 years. I concluded my industrial engineering career in 1998 at La-Z-Boy in Newton, Mississippi as Engineering Manager. My responsibilities included product quality, time study, and computerized shop floor tracking. I was also responsible for environmental compliance reporting, leading employee training programs, cost justification of projects, and management of special projects.

Acquisition and Relocation Experience

In 1998 I began working with my father, Travis Dye, as an acquisition and relocation agent. Travis Dye had 40 years of experience in this field. Under his guidance, I applied my experience in construction, industrial engineering, and retail sales in the right of way profession. I have also furthered my education with the International Right of Way Assn. by obtaining Senior Member and Relocation Assistance Certification designations. This experience allows me to be familiar with the significance and value of

real and personal property, the construction of residential and commercial buildings, and how personal property can be moved and reinstalled. My experience also aids in recommending solutions to acquisition and relocation problems involved in public projects. Using these skills has resulted in amicable acquisitions, and efficient relocations, which expedites public projects to the construction phase.

Since 1998 I have completed over 500 acquisitions and 200 relocations under the "Uniform Act" on the following projects:

- * I-20 Interchange at Clinton-Raymond Road in Clinton, MS
- * Jackson Metro Parkway in Jackson, MS
- * Nissan Project in Madison County, MS
- * Popps Ferry Road in Biloxi, MS
- * Dutch Bayou Road in Moss Point, MS
- * US HWY 19 in Neshoba County, MS
- * Natural Gas District in Sebastopol, MS
- * US HWY 82 in Leland, MS
- * Shortcut Road in Pascagoula, MS
- * Pass Road Intersections in Biloxi, MS
- * Historic Pathway in Pascagoula, MS
- * Toyota Auto Body in Tupelo, MS
- * Division St. Intersect. Improv. in Biloxi, MS
- * Fortification St. Improv. in Jackson, MS
- * US HWY 9 in Pontotoc, MS
- * US HWY 72 in Marshall County, MS

International Right of Way Association

Member of IRWA Chapter 40.
SR/WA, R/W-RAC

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

ORDER NUMBER 245-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Clerk is hereby authorized to advertise for an RFP for a Purchasing Procurement Card Account in accordance with state laws.

IT IS FURTHER ORDERED that the revenue sharing from a purchasing procurement card program is anticipated to be larger than revenue achieved with existing state program.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cynthia Russell, City Clerk
Date: October 16, 2014
Subject: Authorization to advertise for an RFP for a Purchasing Procurement Card Account

REQUEST:

The City Clerk Department requests authorization to advertise for an RFP for a Purchasing Procurement Card Account in accordance with state laws.

DISCUSSION:

The revenue sharing from a purchasing procurement card program will be made possible upon selection of a vendor and separating form the state program.

RECOMMENDATION:

The City Clerk Department recommends that City Council authorize the City Clerk to advertise for an RFP for a Purchasing Procurement Card Program.

The City Council may:

- 1) Authorize the City Clerk to advertise for an RFP for a Purchasing Procurement Card Program, or
- 2) Not authorize the City Clerk to advertise for an RFP for a Purchasing Procurement Card Program

ATTACHMENT(S):

Purchasing Procurement Card Request Letter

*Mayor
Gordon Gollott*

*City of Gautier
Gautier, Mississippi*

*City Manager
Samantha D. Abell*

*City Clerk
Cynthia Russell*

*Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey Vaughan
Ward 4 Rusty Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

October 16, 2014

Mr. Lance Fulcher
Director of the Mississippi Department of Finance and Administration
501 North West Street
Suite 1301, Woolfolk Building
Jackson, Mississippi 39201

Dear Mr. Fulcher:

The City of Gautier requests approval from the Office of Purchasing, Travel and Fleet Management to establish our own procurement card program. The justification for the change is that there is a revenue share opportunity that cannot be achieved with the State program. The rebate resides with the City compared to the State receiving the rebate for Gautier's usage under the existing program. As a second consideration, when the State program comes up for bid again, all participants may be forced to change cards if a new vendor is selected. The City of Gautier will have a more stabilized program that is not in jeopardy of being transferred to another vendor.

Sincerely,

Samantha Abell
City of Gautier
City Manager

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

ORDER NUMBER 246-2014

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

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOE'S GARAGE	150052	10/21/2014	10/03/2014			191.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FLAT REPAIR: #21	14063	09/02/2014		12.00		
	001-100-638	FLAT REPAIR: CROWN VIC	14110	09/11/2014		20.00		
	001-170-639	TURFMASTER TIRE	14128	09/16/2014		79.99		
	001-170-639	TURFMASTER TIRE	14129	09/16/2014		79.99		
001	PASCAGOULA UTILITIES	150059	10/21/2014	10/03/2014			38.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN	1599173	09/30/2014		13.70		
	001-161-630	SOUTH FIRE STN	1599353	09/30/2014		24.45		
001	SECURE NETWORKS LLC	150061	10/21/2014	10/03/2014			2,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	NOV 2014 NETWORK SERVICES	2180	09/15/2014		2,280.00		
001	TEC	150062	10/21/2014	10/03/2014			79.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	793864	10/01/2014		79.28		
001	FEDERAL EXPRESS	150066	10/21/2014	10/06/2014			75.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-607	DUI GRANT	279834327	10/01/2014		75.54		
001	INFORMATION TECHNOLOGY SERVICE	150069	10/21/2014	10/07/2014			224.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-640	SEP 2014	0090005309	09/30/2014		224.00		
001	SYSCON INC	150070	10/21/2014	10/07/2014			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	OCT 2014 COURT SUPPORT	1-27020	10/01/2014		1,475.00		
001	G&K SERVICES INC	150071	10/21/2014	10/06/2014			245.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	1033525881	09/01/2014		51.51		
	001-205-535	MAINTENANCE	1033528092	09/08/2014		54.69		
	001-205-535	MAINTENANCE	1033530288	09/15/2014		54.69		
	001-205-535	MAINTENANCE	1033532497	09/22/2014		54.69		
	001-205-535	MAINTENANCE	1033534705	09/29/2014		30.22		
001	AUTO TRUCK AND TRAILER PARTS INC	150079	10/21/2014	10/08/2014			116.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	MIRROR	244844	09/04/2014		11.25		
	001-100-570	WIPER(8)	245153	09/19/2014		79.04		
	001-170-639	LOCK NUT(12),BOLT(12),TIE WRAP	245220	09/22/2014		26.70		
001	CABLE ONE	150080	10/21/2014	10/08/2014			195.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	OCT 2014:23421-102608-02-6	10042014	10/11/2014		195.50		

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001	MALLETTE BROTHERS CONSTRUCTION, INC	150081	10/21/2014	10/08/2014			1,530.90	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-576	14.70 TN ASPHALT FOB	17819	09/30/2014			1,102.50	
	001-201-576	3.78 TN RIP RAP FOB	17819	09/30/2014			207.90	
	001-201-576	7.35 TN A-BASE LIMESTONE FOB	17819	09/30/2014			220.50	
001	BELL AUTO PARTS, INC.	150117	10/21/2014	10/09/2014			387.90	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-639	FLAT BAR(3),POCKET LIGHT	40505	09/22/2014			99.95	
	001-170-639	FLAT BAR(3),POCKET LIGHT	40506	09/22/2014			99.95	
	001-170-639	TUBING(8)	40507	09/23/2014			94.00	
	001-170-639	TUBING(8)	40509	09/23/2014			94.00	
001	O'REILLY AUTO PARTS	150119	10/21/2014	10/09/2014			961.36	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	BATTERY	1978347800	08/29/2014			99.99	
	001-205-638	BATTERY	1978348259	09/02/2014			99.27	
	001-100-570	WHEEL BEARING,SEAL(2):#46	1978348334	09/03/2014			24.64	
	001-100-570	OIL FILTER(2)	1978348394	09/03/2014			7.15	
	001-100-570	OIL FILTER	1978348459	09/04/2014			35.75	
	001-100-570	FUEL CAP:#14450	1978348867	09/08/2014			11.37	
	001-100-570	ABS SENSOR:#14450	1978348912	09/08/2014			25.99	
	001-100-570	ABS SENSOR:#46	1978348880	09/08/2014			25.99	
	001-100-570	BATTERY:#66	1978349010	09/09/2014			87.17	
	001-022-638	REPAIR PARTS:#431	1978349296	09/12/2014			102.52	
	001-100-570	BATTERY:#15230	1978349309	09/12/2014			99.99	
	001-100-570	BLOWER MOTOR:#48	1978349592	09/14/2014			38.84	
	001-100-570	NOZZLE(2):#9	1978350433	09/22/2014			41.20	
	001-100-570	BODY FASTENER(2):#9	1978350448	09/22/2014			4.98	
	001-100-570	BLOWER MOTOR:#19616	1978350514	09/23/2014			38.84	
	001-100-570	STOP LEAK(2),PS CONDITION(2)	1978350660	09/24/2014			36.96	
	001-161-638	EXHAUST FLUID(7);R-33	1978350671	09/24/2014			97.43	
	001-100-570	ENAMEL PAINT	1978350734	09/25/2014			5.99	
	001-170-638	BATTERY: #9004	1978349180	09/11/2014			77.29	
001	AIRGAS USA, LLC	150120	10/21/2014	10/13/2014			187.55	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-588	CYLINDER RENTAL	9921961391	09/30/2014			187.55	
001	DELTA SANITATION OF MS, LLC	150121	10/21/2014	10/13/2014			175.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	FRAZIER PORT O LET	0000490192	09/30/2014			175.00	
001	SBM REPORTING, LLC	150122	10/21/2014	10/13/2014			175.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-698	10/02/14 PLANNING MTG	MK320	10/03/2014			175.00	

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001	ADVANCE AUTO PARTS	150123	10/21/2014	10/14/2014			518.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	ANTIFREEZE (2), MERCON (2)	7495	09/11/2014		38.50		
	001-170-638	CAP, MERCON, HEADLAMP, GROMMET	8024	09/24/2014		34.15		
	001-100-570	MOTOR OIL: PATROL UNITS	8118	09/25/2014		445.45		
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	150124	10/21/2014	10/15/2014			833.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-645	SEP 2014 CLUB SUPPORT	09302014	10/14/2014		833.33		
001	DOGAN & WILKINSON PLLC	150125	10/21/2014	10/15/2014			7,916.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	OCT 2014 RETAINER FEE	621-0023F	10/14/2014		7,916.67		
001	DPS CRIME LAB	150129	10/21/2014	10/16/2014			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ANALYTICAL FEES	90006858	10/09/2014		150.00		
001	FOX-EVERETT-HUB INTERNATIONAL	150130	10/21/2014	10/16/2014			151,980.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	LIABILITY: GENERAL & CRIME	281083	09/18/2014		35,223.00		
	001-092-625	LIABILITY: LAW ENFORCEMENT	281085	09/18/2014		52,616.00		
	001-092-625	LIABILITY: PUBLIC OFFICIAL	281086	09/18/2014		3,297.00		
	001-092-625	LIABILITY: EMPLOYMENT PRACTICES	281087	09/18/2014		6,190.00		
	001-092-625	COMMERCIAL AUTOMOBILE	281088	09/18/2014		54,654.00		
001	SAMANTHA ABELL, CUSTODIAN	150131	10/21/2014	10/16/2014			44.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-559	GEO BLUE ENVELOPE	10032013	10/01/2014		18.81		
	001-021-559	BOX CARDS	12112014	10/01/2014		6.41		
	001-021-559	POLY NOTEBOOK	05142014	10/01/2014		19.22		
001	DAVID MCVEAY	150132	10/21/2014	10/16/2014			360.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-602	10/06/14 JUDGE PRO TEM	4 HOURS	10/08/2014		360.00		
001	MS DEPT OF FINANCE & ADMIN	150133	10/21/2014	10/16/2014			28,881.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	SEP 2014 COURT ASSESSMENT	09302014	10/06/2014		28,881.50		
001	MS DEPT OF PUBLIC SAFETY	150134	10/21/2014	10/16/2014			211.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	SEP 2014 SPECIAL ASSESSMENTS	09302014	10/06/2014		211.00		
001	JACKSON COUNTY ADULT DETENTION CENTER	150135	10/21/2014	10/16/2014			15,283.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	SEP 2014 ADC CHARGES	09302014	10/06/2014		15,260.00		
	001-010-696	PHARMACY CHARGES	09302014	10/06/2014		23.85		

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001	MS MUNICIPAL COURT CLERK ASSOCIATION	150136	10/21/2014	10/16/2014			50.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-682	MMCCA ANNUAL DUES:DAVIS,D	10012014	10/01/2014			50.00	
001	C SPIRE WIRELESS	150137	10/21/2014	10/16/2014			1,286.92	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONES	0030759348	09/30/2014			128.92	
	001-022-605	HR CELL PHONES	0030759348	09/30/2014			128.92	
	001-040-605	CITY CLERK CELL PHONES	0030759348	09/30/2014			338.07	
	001-090-605	ECON DEV CELL PHONES	0030759348	09/30/2014			377.12	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	09/30/2014			191.88	
	001-170-605	RECREATION CELL PHONES	0030759348	09/30/2014			95.14	
	001-205-605	MAINT CELL PHONES	0030759348	09/30/2014			26.87	
001	FUELMAN OF MS	150140	10/21/2014	10/16/2014			3,548.82	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP42493249	10/06/2014			110.02	
	001-100-525	UNL FUEL	NP42493249	10/06/2014			2,912.42	
	001-161-525	DSL FUEL	NP42493249	10/06/2014			352.13	
	001-170-525	UNL FUEL	NP42493249	10/06/2014			123.01	
	001-205-525	UNL FUEL	NP42493249	10/06/2014			51.24	
001	FUELMAN OF MS	150142	10/21/2014	10/16/2014			3,711.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP42533979	10/13/2014			55.11	
	001-100-525	UNL FUEL	NP42533979	10/13/2014			3,028.04	
	001-161-525	UNL & DSL FUEL	NP42533979	10/13/2014			343.06	
	001-170-525	UNL & DSL FUEL	NP42533979	10/13/2014			177.62	
	001-205-525	UNL FUEL	NP42533979	10/13/2014			107.57	
001	GAUTIER PRIDE INC	150144	10/21/2014	10/16/2014			250.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-560	REIME:WIND SPINNER DONATION	D&W FIRM	08/25/2014			250.00	
001	JACKSON COUNTY CHANCERY CLERK	150145	10/21/2014	10/16/2014			4,680.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	RESEARCH LAND RECORDS (936)	236	10/06/2014			4,680.00	
001	LAMEY ELECTRIC INC	150146	10/21/2014	10/16/2014			170.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-576	SIGNAL: HWY 90 & G-V ROAD	12748	10/07/2014			170.00	
001	M & E FEED & SEED	150147	10/21/2014	10/16/2014			83.98	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-514	TASTE OF WILD BISON (2)	4925	09/11/2014			83.98	
001	OCCUPATIONAL HEALTH CENTER INC	150148	10/21/2014	10/16/2014			91.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-604	ACADEMY PHYSICAL: MCCLURE,M	58041	09/03/2014			91.00	

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001	PITNEY BOWES GLOBAL FINANCIAL SERVS	150149	10/21/2014	10/16/2014			423.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	LEASE PMT:POSTAGE MACHINE	1 591247SP14	10/03/2014				423.00
001	RIDDELL ALL AMERICAN USA	150150	10/21/2014	10/16/2014			324.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-502	WARRIOR S PAD XS (12)	97069725	09/30/2014				324.00
001	SPORTSCONDUCTOR, LLC	150151	10/21/2014	10/16/2014			3.95	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-502	REG FEE:FOOTBALL	1693	10/01/2014				3.95
001	LLOYD B MARSHALL, JR. CPA	150152	10/21/2014	10/16/2014			4,935.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-600	PROGRESS PMT FY 2014	2	10/14/2014				4,935.00
001	ALABAMA MEDIA GROUP	150153	10/21/2014	10/16/2014			1,880.32	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-615	2015 TAX LEVY RESOLUTION	I06136474	09/10/2014				21.00
	001-040-615	2015 TAX LEVY RESOLUTION	I06136974	09/12/2014				37.60
	001-040-615	RFQ:ENVIRO CONS-BROWNFIELDS	I06135994	09/14/2014				49.72
	001-090-684	NOTICE: AMEND UDO	I06137950	09/14/2014				24.60
	001-040-615	PUBLISH 2015 BUDGET	I06137886	09/17/2014				1,135.33
	001-040-615	PUBLISH 2015 BUDGET	I06138579	09/17/2014				567.67
	001-090-684	NOTICE: AMEND UDO	I06138417	09/17/2014				24.96
	001-090-615	HEARING NOTICE:JOHNSON APPEAL	I06138847	09/19/2014				19.44
001	CARD SERVICES	150154	10/21/2014	10/16/2014			117.35	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-022-559	ETCHED GLASS AWARD: RICKS,M	17G4WH	09/05/2014				58.45
	001-170-502	CHEERLEADING UNIFORM	2R4RZD	09/16/2014				58.90
001	CREDIT CARD CENTER	150164	10/21/2014	10/16/2014			156.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-045-500	RICOH TRANSFER UNIT	975521	09/26/2014				141.49
	001-092-698	LATE CHARGE	09082014	09/08/2014				15.00
001	TEAM ONE COMMUNICATIONS, INC	150165	10/21/2014	10/16/2014			320.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-639	XTS2500 RADIO BATTERY (4)	902000651	10/09/2014	150048			320.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES, INC	150166	10/21/2014	10/16/2014			124.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-639	REPLACE FAX MACHINE DRUM	AR238045	10/03/2014	141174			124.00
001	GULF STATES DISTRIBUTORS	150167	10/21/2014	10/16/2014			1,108.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-559	.223 55GR HI-SHOK SP AMMO	1197865-IN	10/07/2014	141175			1,008.00
	001-100-559	SHIPPING	1197865-IN	10/07/2014	141175			100.00

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001	BELL AUTO PARTS, INC.	150168	10/21/2014	10/16/2014			346.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	SPINDLE FOR MOWER (2)	40510	09/25/2014	141199		346.96	
001	LAWRENCE PRINTING COMPANY, INC.	150169	10/21/2014	10/16/2014			300.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	LASER CHECKS: ENTERPRISE	78426	10/08/2014	141153		289.50	
	001-040-500	SHIPPING	78426	10/08/2014	141153		11.38	
001	SUNBELT FIRE, INC.	150170	10/21/2014	10/16/2014			240.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	RED JUMBO GEAR BAG (5)	87548	10/08/2014	150047		240.00	
001	CUSTOM PRODUCTS CORPORATION	150171	10/21/2014	10/16/2014			637.93	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	24X30 STOP HERE-FIRETRUCK (2)	253795	09/02/2014	141051		104.02	
	001-201-576	30X30 FIRE STATION KING (2)	253795	09/02/2014	141051		95.06	
	001-201-576	24X18 W FIRE STN UP ARROW	253795	09/02/2014	141051		38.75	
	001-201-576	24X18 W FIRE STN DWN ARROW	253795	09/02/2014	141051		38.75	
	001-201-576	SHIPPING	253795	09/02/2014	141051		16.35	
	001-201-576	24X24 HIS SCENIC BY WAY (6)	254871	10/01/2014	141146		243.84	
	001-201-576	24X24 REPORT VIOLATORS (12)	254871	10/01/2014	141146		434.64	
	001-201-576	TRI-FLEX WHITE MARKER	254871	10/01/2014	141146		305.00	
	001-201-576	3X9 WHITE HIP REFLECTIVE SF	254871	10/01/2014	141146		40.00	
	001-201-576	SHIPPING	254871	10/01/2014	141146		66.01	
	001-201-576	RTN CREDIT: BY WAY SIGNS	C255490	10/17/2014			-243.84	
	001-201-576	RTN CREDIT: VIOLATOR SIGNS	C255490	10/17/2014			-434.64	
	001-201-576	RTN CREDIT: SHIPPING	C255490	10/17/2014			-66.01	
001	GULF COAST ARMY NAVY STORE	150172	10/21/2014	10/16/2014			95.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	PROPPER BDU PANTS (3)	454761	10/07/2014	141171		95.85	
001	CENTRAL APPLIANCE CO., INC.	150174	10/21/2014	10/16/2014			111.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	MARS BLOWER MOTOR 1/6	8159	10/13/2014	150057		99.66	
	001-092-635	MFD CAP OVAL	8159	10/13/2014	150057		12.00	
001	OFFICE DEPOT, 1104	150175	10/21/2014	10/16/2014			99.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	MICROCUT OFFICE SHREDDER	7319781010	09/24/2014	141196		99.99	
001	VERNON W. DOSTER MD	150176	10/21/2014	10/16/2014			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	ACADEMY PHYSICAL: PRATT, TJ	14154	09/11/2014	141020		50.00	
	001-161-604	ACADEMY PHYSICAL: FREMIN, JM	14348	09/25/2014	141020		50.00	

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001	PASCAGOULA TIRE & SERVICE	150178	10/21/2014	10/16/2014			485.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SET FS FIREHAWK GTZ U# 120	60801	09/19/2014	141170		485.52	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	150181	10/21/2014	10/16/2014			459.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-500	HP CE505D BK TONER CARTRIDGE	3244001998	09/30/2014	141202		159.99	
	001-040-500	DAB N SEAL 4 PACK	3244198709	10/02/2014	150018		5.97	
	001-040-500	DUST DESTROYER 4 PK	3244198709	10/02/2014	150018		21.64	
	001-040-500	MECHANICAL PENCIL .7MM (12)	3244198709	10/02/2014	150018		1.58	
	001-040-500	TN-450 HY BK TONER	3244198709	10/02/2014	150018		59.80	
	001-040-500	POST IT NOTES	3244198709	10/02/2014	150018		12.72	
	001-040-500	LEGAL EXP FILE POCKETS (20)	3244198709	10/02/2014	150018		50.04	
	001-040-500	BOX RED FILE FOLDERS (2)	3244198709	10/02/2014	150018		101.98	
	001-040-500	RED ROPE WALLET FOLDERS (10)	3244198710	10/02/2014	150018		45.32	
001	BARNEYS POLICE AND HUNTING SUPPLIES	150182	10/21/2014	10/16/2014			917.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	CARTRIDGE FX BLUE 5.56MM	0014595-0	10/09/2014	150033		660.00	
	001-100-559	CARTRIDGE FX RED 9MM	0014595-0	10/09/2014	150033		257.00	
001	AFFORDABLE PAINT & BODY	150184	10/21/2014	10/16/2014			765.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPL-REF R BUMPER:14 CHARGER	0220	10/06/2014	141164		765.00	
001	SPORTABOUT	150185	10/21/2014	10/16/2014			534.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	DRI FIT COACH SHIRT S-XL (8)	2022	09/10/2014	141127		116.00	
	001-170-502	DRI FIT COACH SHIRT XXL (11)	2022	09/10/2014	141127		176.00	
	001-170-502	FLAG FOOTBALL FLAG SETS (3)	2114	09/29/2014	141181		114.00	
	001-170-502	JERSEYS (2)	2125	10/02/2014	150019		44.00	
	001-170-502	FOOTBALL PANTS (3)	2125	10/02/2014	150019		64.50	
	001-170-502	NAME ON CHEER TOP	2125	10/02/2014	150019		4.00	
	001-170-502	COACH SHIRT	2125	10/02/2014	150019		16.00	
001	THE GULF COMPANIES INC	150186	10/21/2014	10/16/2014			390.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	MOWERS AHEAD MESH SIGNS (2)	1241	09/30/2014	141177		90.00	
	001-201-576	DYNAPLEX SIGN STAND (2)	1241	09/30/2014	141177		300.00	
001	REEVES CO. INC.	150187	10/21/2014	10/16/2014			171.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	NAME PIN:KAUPPI,LORENZO,MCGARV	282207	09/30/2014	141186		42.24	
	001-161-535	NAME PIN:RAYBORN,LOVETT,WARE	282207	09/30/2014	141186		31.68	
	001-161-535	UNIFORM RANK PIN:CAPTAIN	282207	09/30/2014	141186		12.58	
	001-161-535	UNIFORM RANK PIN:LIEUTENANT	282207	09/30/2014	141186		12.58	
	001-161-535	UNIFORM RANK PIN:LIEUTENANT	282207	09/30/2014	141186		12.58	
	001-161-535	UNIFORM RANK PIN:LIEUTENANT	282207	09/30/2014	141186		12.58	
	001-161-535	UNIFORM RANK PIN:FIREFIGHTER	282207	09/30/2014	141186		12.58	
	001-161-535	UNIFORM RANK PIN:FIREFIGHTER (2)	282207	09/30/2014	141186		25.16	

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES CO. INC.	150187	10/21/2014	10/16/2014			171.29	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	SHIPPING	282207	09/30/2014	141186		9.31	
001	RUBBER STAMPS	150188	10/21/2014	10/16/2014			27.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-500	EXCELMARK A4078 SI STAMP	E07823	10/01/2014	150003		27.75	
001	ANDERSON'S AIR CONDITIONING	150189	10/21/2014	10/16/2014			257.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	REPL: CONTACTOR & CAPACITOR	0318	10/01/2014	150004		257.70	
001	ENGEL ELECTRIC LLC	150190	10/21/2014	10/16/2014			909.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	ELECTRICITY: FRAZIER RESTRMS	0748	10/13/2014	150036		909.90	
001	POLICE TRAINING SERVICE	150210	10/21/2014	10/21/2014			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	VERBAL CUES TRAINING:CROCKER	11102014	10/08/2014			125.00	
FUND TOTAL	1 Claims	to	Checks	64 Total	244,759.04 Manual	Held	Total	244,759.04

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
025	CREDIT CARD CENTER	150163	10/21/2014	10/16/2014			284.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	025-100-681	HOTEL: STARS CONFERENCE	111310	09/24/2014			284.49	
FUND TOTAL	25 Claims	to	Checks	1 Total	284.49 Manual	Held	Total	284.49

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	DALE PARTNERS	150156	10/21/2014	10/16/2014			1,815.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	030-355-601	ASBESTOS MATERIAL SURVEY	50132	09/04/2014			1,815.00	
FUND TOTAL	30 Claims	to	Checks	1 Total	1,815.00 Manual	Held	Total	1,815.00

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK-CORPORATE TRUST SERVS	150157	10/21/2014	10/16/2014			2,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-686	ANNUAL ADMIN FEE		7857	09/30/2014			2,100.00
FUND TOTAL 130	Claims	to	Checks	1 Total	2,100.00	Manual	Held	Total 2,100.00

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROWN MITCHELL & ALEXANDER INC	150158	10/21/2014	10/16/2014			1,056.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-021-779	DRAFTING SERVICES		20466	10/14/2014		1,056.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	1,056.00	Manual	Held	Total	1,056.00

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	O'REILLY AUTO PARTS	150118	10/21/2014	10/09/2014			204.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	MINERAL SPIRITS	1978348385	09/03/2014		53.28		
	176-170-638	BATTERY:#443	1978348910	09/08/2014		87.17		
	176-170-639	BRAKE CLEANER(12)	1978349746	09/16/2014		32.28		
	176-170-639	STABILIZER	1978349799	09/16/2014		12.99		
	176-170-639	FUEL FILTER(2)	1978350466	09/22/2014		6.26		
	176-170-639	BELT,BAR OF SOAP(2)	1978350724	09/25/2014		12.66		
176	RIVIERA FINANCE OF TEXAS INC	150128	10/21/2014	10/15/2014			403.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	FLAT REPAIR:TRASH TRUCK	66902	09/30/2014		110.50		
	176-170-639	MOUNT/DISMOUNT:TRASH TRUCK	66949	10/02/2014		292.50		
176	C SPIRE WIRELESS	150138	10/21/2014	10/16/2014			123.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONES	0030759348	09/30/2014		123.92		
176	FUELMAN OF MS	150141	10/21/2014	10/16/2014			73.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	DSL FUEL	NP42493249	10/06/2014		73.65		
176	FUELMAN OF MS	150143	10/21/2014	10/16/2014			130.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL & DSL FUEL	NP42533979	10/13/2014		130.28		
176	MINGLEDORFF'S INC	150183	10/21/2014	10/16/2014			6.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	CAPACITOR	5518755-00	10/07/2014	150042	6.71		
FUND TOTAL 176 Claims		to	Checks	6 Total	942.20 Manual	Held	Total	942.20

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	150067	10/21/2014	10/06/2014			145,083.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-672	SEP 2014 OPERATION FEE	GAUTIER022	10/01/2014			145,083.00	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	150068	10/21/2014	10/07/2014			371.26	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-583	ROLL OFF-TIMBERLANE	0609807213	10/01/2014			371.26	
400	G&K SERVICES INC	150072	10/21/2014	10/06/2014			131.65	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-559	UNIFORMS	1033525881	09/01/2014			6.83	
	400-651-559	UNIFORMS	1033528092	09/08/2014			7.25	
	400-651-559	UNIFORMS	1033530288	09/15/2014			7.25	
	400-651-559	UNIFORMS	1033532497	09/22/2014			7.25	
	400-651-559	UNIFORMS	1033534705	09/29/2014			103.07	
400	MALLETTE BROTHERS CONSTRUCTION, INC	150082	10/21/2014	10/08/2014			215.28	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-585	2.20 TN A-BASE LIMESTONE FOB	17819	09/30/2014			66.00	
	400-651-585	12.44 CY FILL SAND FOB	17819	09/30/2014			149.28	
400	JACKSON COUNTY UTILITY AUTHORITY	150126	10/21/2014	10/15/2014			130,853.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-668	OCT 2014 TREATMENT CHGS	42140	10/01/2014			135,277.00	
	400-651-668	FY 2014 ACTUAL FLOW ADJ	42140	10/01/2014			-4,424.00	
400	C SPIRE WIRELESS	150139	10/21/2014	10/16/2014			103.72	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	CELL PHONE-AIR CARD	0030759348	09/30/2014			103.72	
400	CARD SERVICES	150155	10/21/2014	10/16/2014			105.98	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-500	INK CARTRIDGES	JW8H3F	09/14/2014			105.98	
400	AMERICAN TANK MAINTENANCE LLC	150159	10/21/2014	10/16/2014			32,289.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-698	TANK RENO:M BLUFF,CENTRAL,MALL	3227	09/22/2014			32,289.00	
400	GOODWYN, MILLS & CAWOOD INC	150160	10/21/2014	10/16/2014			3,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-683	DRAINAGE PH1 DESIGN (30%)	C MOB1400391	10/03/2014			3,000.00	
400	RJ YOUNG	150161	10/21/2014	10/16/2014			187.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	SERVICE: REPLACE BELT	INV550846	10/01/2014			187.50	
400	MICRO METHODS INC	150173	10/21/2014	10/16/2014			104.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-667	WATER SAMPLES HWY 57 (2)	1410006186	10/02/2014	150017		52.00	
	400-651-667	WATER SAMPLES HWY 57 (2)	1410044186	10/03/2014	150017		52.00	

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE, INC.	150177	10/21/2014	10/16/2014			4,025.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	5HP MOTOR RPM1760:BROOKSIDE	11565	10/01/2014	150000		987.40	
	400-651-584	5HP MOTOR RPM1730:BROOKSIDE	11565	10/01/2014	150000		1,387.90	
	400-651-584	15HP MOTOR RPM1765:SPANISH TRL	11565	10/01/2014	150000		1,649.80	
400	SOUTHERN WATERWORKS SUPPLY, INC	150179	10/21/2014	10/16/2014			727.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	12" X 20' CORRUGATED PIPE	55734	09/29/2014	141178		727.20	
400	SECURE NETWORKS LLC	150180	10/21/2014	10/16/2014			157.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-500	LAPTOP BATTERY (SHUSTER)	2198	10/03/2014	150027		150.00	
	400-651-500	SHIPPING	2198	10/03/2014	150027		7.00	
400	J H WRIGHT & ASSOCIATES, INC.	150191	10/21/2014	10/16/2014			2,225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	MISSION M800 MAIN I/O BOARD	379237	09/29/2014	141179		275.00	
	400-651-584	PRIMEX PC3000 LS CONTROLLER	379420	10/06/2014	141018		1,950.00	
FUND TOTAL 400 Claims		to	Checks	15 Total	319,578.69 Manual	Held	Total	319,578.69

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	150073	10/21/2014	10/06/2014			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	SEP 2014 40 @ 2.00		2037	09/30/2014		80.00	
404	DELTA SANITATION OF MS, LLC	150127	10/21/2014	10/15/2014			81,353.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	SEP 2014 RES GARBAGE SER		7485	09/30/2014		78,444.24	
	404-677-693	SEP 2014 RES CART RENTAL		7485	09/30/2014		2,714.69	
	404-677-693	SEP 2014 COM CART RENTAL		7485	09/30/2014		194.68	
FUND TOTAL 404 Claims	to	Checks	2 Total	81,433.61 Manual		Held	Total	81,433.61

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	PATTY HUFFMAN	150162	10/21/2014	10/16/2014			331.34	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	409-223-601	REIMB:TRAVEL FOR WORKSHOP	10092014	10/13/2014			331.34	
FUND TOTAL 409 Claims	to	Checks	1 Total	331.34 Manual	Held	Total	331.34	

Docket of Claims
Release date from 10/21/2014 thru 10/21/2014

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	64 Total	244,759.04 Manual	Held	Total	244,759.04
FUND 25 Claims	to	Checks	1 Total	284.49 Manual	Held	Total	284.49
FUND 30 Claims	to	Checks	1 Total	1,815.00 Manual	Held	Total	1,815.00
FUND 130 Claims	to	Checks	1 Total	2,100.00 Manual	Held	Total	2,100.00
FUND 171 Claims	to	Checks	1 Total	1,056.00 Manual	Held	Total	1,056.00
FUND 176 Claims	to	Checks	6 Total	942.20 Manual	Held	Total	942.20
FUND 400 Claims	to	Checks	15 Total	319,578.69 Manual	Held	Total	319,578.69
FUND 404 Claims	to	Checks	2 Total	81,433.61 Manual	Held	Total	81,433.61
FUND 409 Claims	to	Checks	1 Total	331.34 Manual	Held	Total	331.34
Total for all Funds		Checks	92 Total	652,300.37 Manual	Held	Total	652,300.37

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

RESOLUTION NUMBER 26-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the mutual aid agreement between the City of Gautier and Jackson County for the purpose of providing plan reviews and inspections to Gautier on an as needed basis is hereby approved.

IT IS FURTHER ORDERED that the City of Gautier will pay \$100.00 per each four-day to the Board of Supervisors of Jackson County, Mississippi for its use of one County employee.

IT IS FURTHER ORDERED that the Board of Supervisors has determined that such mutual aid is in the best interest of the citizens and taxpayers of Jackson County. The Board of Supervisors is authorized, in its discretion, to provide County equipment, manpower and other County services and resources to municipalities within the County pursuant to H. B. 35 (2002 Reg. Sess.).

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 Anderson**, seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

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

ORDER NUMBER 247-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1- 5 are hereby approved.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

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

ORDER NUMBER 248-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held October 7, 2014 are hereby approved.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

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

ORDER NUMBER 249-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for September 2014 is hereby received.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

City of Gautier
Business Registry
Sep-14

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
*****1162	2015-07-0004231	Coral Boutique	\$22.00
545	2015-08-0004232	C Kinsey Realty	\$20.00
862	2015-08-0004233	Studio 1 Productions	\$20.00
680	2015-08-0004234	Country Gentleman	\$51.00
*****280	2015-02-0004235	Lighthouse Mini Storage	\$23.00
*****296	2015-02-0004236	Sims Landscaping & Painting	\$23.20
*1282	2015-09-0004237	Jennart Ad Design, LLC	\$20.00
*****786	2015-08-0004238	Gautier Thrift Store	\$22.00
1095	2015-09-0004239	Fred's Store #2028	\$560.00
557	2015-09-0004240	Awesome Maint. & Janitorial Svc.	\$20.00
*****1226	2015-08-0004241	Prevenative Medicine and Primary Care, PLLC	\$22.00
*****783	2014-07-0004242	Knighten Electrical Services	\$24.60
*****783	2015-07-0004243	Knighten Electrical Services	\$22.20
*****819	2014-02-0004244	Grass Cutters	\$25.60
*****819	2015-02-0004245	Grass Cutters	\$23.20
870	2015-09-0004246	O'Reilly Auto Parts #1978	\$150.00
462	2015-09-0004247	Domino's Pizza	\$30.00
791	2015-09-0004248	Walgreens #10360	\$580.00
1231	2015-09-0004249	Jeffrey L. Knight DDS Family Dentristry	\$20.00
*****1165	2015-08-0004250	Quality Coin Laundry Co.	\$22.00
513	2015-09-0004251	McDonald's, #5595	\$30.00
*1283	2015-09-0004252	Individually United, Inc. / DBA Bernadette's Engagement	\$20.00
*****569	2015-08-0004253	Floor Trader-Gautier	\$101.75
30	2015-10-0004254	Hucks Cove Waterfront Paradise	\$35.00
*****1002	2015-07-0004255	Stuart's Spicy Business	\$22.20
524	2015-09-0004256	McClure's Comfort Zone	\$20.00
1011	2015-09-0004257	DRM Homes, LLC	\$20.00
*****1051	2015-02-0004258	Copy Club II	\$23.20
705	2015-09-0004259	Dental Center of Gautier, P.A.	\$30.00
*****857	2015-08-0004260	All God's Children Learning Center	\$33.00
1170	2015-09-0004261	Grand View Security, LLC	\$20.00
516	2015-09-0004262	Conrad Yelvington Distrib. Inc.	\$30.00
*****580	2015-08-0004263	Preferred Painters	\$22.00
261	2015-09-0004264	Children's Clinic of Gautier	\$20.00
532	2015-09-0004265	O'Bryant-O'Keefe Funeral Home	\$20.00
933	2015-09-0004266	Oak Management, Inc.	\$30.00
*****566	2015-08-0004267	Burnham McKinney Pharmacy #3 LLC	\$68.75
1094	2015-09-0004268	Hot Nails	\$20.00
Total			\$2,266.70
*		New Business	2
**		Slot Amusement	0
***		Due Refund	0
****		Transient Vendor	0
*****		Closed Business	5
*****		Delinquent Renewals Issued	

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

**RESOLUTION NUMBER 027-2014
PROCLAMATION
(A Local Emergency)**

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed any and all documents necessary. Motion was made by **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge**

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

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

ORDER NUMBER 250-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the proposal from Clearwater Solutions, LLC to purchase a City owned 2004 GMC Sierra 1500 reg/cab/blue/pick-up truck in the amount of \$2800.00 VIN# 1GTEC14V74Z332253 is hereby approved.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Russell, City Clerk
Date: October 15, 2014
Subject: Proposal from Clearwater Solutions, LLC to purchase a 2004 GMC Sierra 1500

REQUEST:

City Council authorization is requested to accept the proposal from Clearwater Solutions, LLC in the amount of \$2,800.00 to purchase a City owned 2004 GMC Sierra 1500 1GTEC14V74Z332253 reg cab/blue/pick-up truck.

BACKGROUND

The truck in question was being driven by a City employee who has recently retired; therefore the City no longer has a need for this utility vehicle. The proposal provided is in range with the Kelly Blue Book pricing report based on the style, condition, mileage and options for this vehicle.

RECOMMENDATION

Based on the proposal provided, it is recommended that the Council approve the proposal from Clearwater Solutions, LLC in the amount of \$2,800.00 for a City owned 2004 GMC Sierra 1500 1GTEC14V74Z332253 reg cab/blue/pick-up truck.

The City Council may:

1. Approve the proposal from Clearwater Solutions LLC; or
2. Disapprove the proposal from Clearwater Solutions LLC.

ATTACHMENT(S):

Email from Clearwater Solutions, LLC
Kelly Blue Book Pricing Report
VIN # 1GTEC14V74Z332253

Jason Pugh

From: Chad Jordan [chad.jordan@clearwatersol.com]
Sent: Wednesday, October 01, 2014 3:16 PM
To: jpugh@gautier-ms.gov
Cc: Brent Stauffer; 'Michael Riggs'
Subject: Vehicle

Jason,

Please consider \$2800 for the vehicle Milton is currently driving. This cost is based on Kelly Blue Book value and our experience with the truck. Let me know if you need anything else. Thanks.

Chad N. Jordan, P.E., Project Manager

ClearWater Solutions, LLC

3305 Gautier Vancleave Road

Gautier, MS 39553

Cell 251.209.6292

www.clearwatersol.com

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2004	GMC	Sierra 1500	1GTEC14V74Z332253	Reg. Cab/Blue/Utility Mgr.
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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 251-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of pet insurance through VPI Pet Insurance at an annual cost of \$507.12 for Police K9 "Justice".

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 21, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Jason Pugh, Human Resources Director
Date: 10/16/14
Subject: Purchase of Pet Insurance for Police K9 "Justice"

REQUEST

The Human Resources Department requests City Council consider approving the purchase of pet insurance through VPI Pet Insurance at an annual cost of \$507.12.

BACKGROUND:

The Gautier Police Department has purchased a new K9 and will be responsible for all costs associated with medical care and treatment of the animal. The City has owned two Police K9s prior to the purchase of "Justice" and understands the costs associated with the care of these important assets.

During budget discussions, council inquired about purchasing Pet Insurance for "Justice."

DISCUSSION:

This insurance through VPI insurance is a reimbursable plan where the city would pay the costs of the treatment and receive reimbursement from VPI through a claims filing process with appropriate receipts. In discussions with two local veterinarians, VPI was recommended as a reputable company for Pet Insurance. Coverage under this plan depends on the type of treatment, however, the plan quoted for consideration is a Major Medical plan and a Wellness Plan combined. The deductible for the Major Medical plan has a \$100 annual deductible with a \$14,000 annual maximum benefit. The Wellness plan has no deductible with a maximum annual benefit of \$500.00.

FINANCIAL IMPACT

Approximately \$507.00 annually. VPI has included a 5% discount to the City of Gautier due to this being a service animal. That discount is included.

RECOMMENDATION:

Staff recommends council consider purchasing this insurance on a one year basis to determine if it is cost productive.

ATTACHMENT(S):

Quote from VPI

Jason Pugh

From: Veterinary Pet Insurance [YourFriend@petinsurance.com]
Sent: Thursday, September 04, 2014 5:04 PM
To: jpugh@gautier-ms.gov
Subject: Your Quote with VPI Pet Insurance

Choose the nation's #1 pet insurance



Dear Jason,

It was great chatting with you about Justice health insurance needs. Here's a summary of your quote:

	Justice's Quote Breed: BELGIAN MALINOIS Date of birth: 4/1/2012 12:00:00 AM Plan: VPI Major Medical Plan with \$100 Deductible Pet Wellness Plus	Monthly Total: \$42.26
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Your final total may vary based on your pet's detailed information and the plan options you select.

See why VPI is the clear choice

We understand how important it is to find the right pet insurer. Find answers to [frequently asked questions](#) to help you make the best decision for your family.

Protect your pet with the #1 vet-recommended insurance (2010 AAU Study)

Why do more veterinarians and pet lovers choose VPI than any other provider?

- ✓ Freedom to visit any vet, anywhere
- ✓ Knowing you won't be dropped from coverage-no matter how many claims you file
- ✓ 10-day, 100% money-back guarantee (prorated based on claims filed)

Here to help

If you have any questions or you'd like to enroll, please contact me at the number listed below.

Thanks!
Robert Guerra
License #: 0E46631

Insurance plans are offered and administered by Veterinary Pet Insurance Company in California and DVM Insurance Agency in all other states. Underwritten by Veterinary Pet Insurance Company (CA), Brea, CA, an A.M. Best A rated company (2012); National Casualty Company (all other states), Madison, WI, an A.M. Best A+ rated company (2012). © 2012 Veterinary Pet Insurance Company. Nationwide Insurance is a service mark of Nationwide Mutual Insurance Company. 12EBZ1805

Citizen Comments

Christian Hartley – “Thank You” from Keesler Federal Credit Union to everyone for their continued support. Everyone is invited to the Grand Opening Friday, October 24th at 8:30 a.m.

Councilwoman Martin made the motion to go into closed session to decide if executive session is needed. **Councilman Vaughan** seconded the motion and the vote unanimously carried.

Councilwoman Martin made the motion to go into executive session to discuss Fire Department Litigation. **Councilman Vaughan** seconded the motion and the vote unanimously carried.

Councilman Vaughan made the motion to go into open session. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

Motion made by Councilman Vaughan to adjourn until November 4, 2014 at 6:30 p.m. Motion seconded by Councilwoman Martin and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.