

Tuesday
February 20, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 20, 2018 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 20, 2018 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. - 12 Noon at Singing River Mall Parking Lot.**
 - 2. 7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 5:00 P.M. at Shepard State Park.**
- IV. Presentation Agenda**
 - 1. Retirement presentation for Firefighter Thomas Yocum.**
- V. Business Agenda**
 - 1. Consideration of a Bee Keeping Permit by Danny Pittman at 3202 West Lane, Gautier, MS.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Authorization to add a \$250.00 Special Exception Application Fee to the Comprehensive Fee Schedule.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Resolution supporting the continued and increased exploration and production of Gulf of Mexico Energy Resources.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Authorization to enter into a General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order #2018-01 with Garner Russell & Associates, INC. for renovations and upgrades to Bacot Park Sports Complex.

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

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

1. Resolution authorizing the removal of Police Department Vehicle from inventory, insurance coverage, and authorize vehicle to be used as parts.
2. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement.
3. Approval of minutes from Regular Council Meeting held February 6, 2018.
4. Receive January 2018 Privilege License Report.
5. Authorization for the Police Department to purchase four (4) 2018 Dodge Chargers and two(2) 2018 Ford Interceptors and place vehicles on City Insurance and inventory.
6. Authorization to accept a donation in the amount of \$800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.
7. Resolution removing a Police Department vehicle from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus.

8. Approval and authorization to pay business landlord reestablishment expenses totaling \$25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.
9. Approval of Gautier Historic Preservation Commission Appointment.
10. Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the January 2018 MML Mid-Winter Legislative Conference.
11. Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties in February for the purpose of meeting with legislators.

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until March 6, 2018 at 6:30 PM

www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order, as presented. **Councilman Colledge** seconded the motion and the vote carried unanimously.

Announcements:

1. Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. – 12 Noon at Singing River Mall Parking Lot.
 2. 7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 at 5 P.M. at Shepard State Park.
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Presentation Agenda:

1. Retirement presentation for Firefighter Thomas Yocum.
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JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish



A One Day **FREE**

Proper Disposal Turn-in Event

SATURDAY

APRIL 21, 2018

8 A.M. - 12 NOON

SINGING RIVER MALL

PARKING LOT

HWY 90, GAUTIER

DO NOT BRING

Explosive Materials,
Radioactive Materials,
PCB's, Medical Waste,
Syringes, Compressed
Cylinders, Electronic Waste
****NO CONTRACTORS**
NO WASTE FROM
BUSINESSES**

Limit
of 5 Tires

Take over 5 to
Seaman Road
Landfill

Put Toxic Waste In Its Place

Household Hazardous Waste

Unused or leftover portions of products containing toxic chemicals. Any product which is labeled

CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE
is considered a household hazardous waste.

A Safe Substitute

A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation

Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

**DO NOT TRANSPORT OVER 5 GALLONS
OR 50 POUNDS AT ONE TIME.**

Proper Disposal

Extremely Important

It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.



For More Information Call 228-872-8340 or visit
<http://www.co.jackson.ms.us/departments/solid-waste/>



City of Gautier
7th Annual

EASTER EGG HUNT

SATURDAY, MARCH 17TH

5:00 P.M. Followed by Free Outdoor Movie Night

Shepard State Park

Free

*pictures w/ Easter Bunny, hay ride along the
Bunny Trail, face painting, and prizes!*

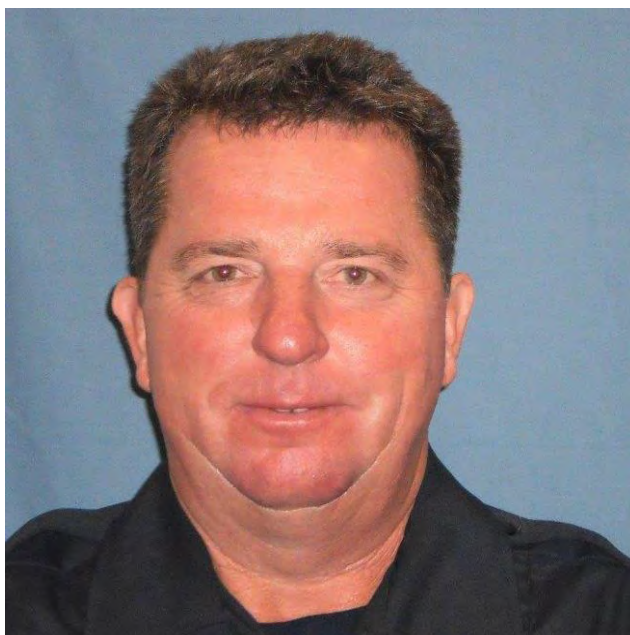


**Join us after the 7th Annual Easter
Egg Hunt for a free outdoor movie
March 17, 2018 at 7:00 p.m.**

Shepard State Park

Bring a chair and blanket and enjoy

Press Release



On February 28, 2018, Firefighter Tommy Yocom will officially retire as a Gautier Firefighter where he began his career 29 years ago on February 15, 1989. He currently resides in Vancleave, MS with his wife Cindy and together recently celebrated their 23rd anniversary. He has one daughter, Abigayle, whom is employed with the U.S. State Department where she is currently deployed to the Middle East. Firefighter Yocom is a “Charter” member of Gautier Fire Department having been one of the first firefighters hired to serve in the then newly formed department. During his career, Firefighter Yocom has witnessed first-hand the growth of the Gautier Fire Department and during that time responded to thousands of incidents where he has no doubt had a positive impact on not only his co-workers but the citizens alike.

Councilman Vaughan made the motion to approve the request for a Bee Keeping Permit at 3202 West Lane by Danny Pittman, owner, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 030-2018

WHEREAS, by City ordinance, bee keeping permits shall be obtained by application to the City Council of Gautier and consideration during a public meeting; and

WHEREAS, in considering the application, the City Council of Gautier may consider any relevant item, including but not limited to, objections by adjoining landowners and impact of the colonies on the surrounding areas;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request for a Bee Keeping Permit at 3202 West Lane by Danny Pittman, owner is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Administrative Clerk
Date: 02/05/2018
Subject: Consideration of a Bee Keeping Permit by Danny Pittman at 3202 West Lane, Gautier, MS

REQUEST:

Mr. Danny Pittman requests approval of a Bee Keeping Permit at 3202 West Lane, Gautier, MS.

BACKGROUND:

No previous record of a Bee Keeping Permit at 3202 West Lane, Gautier, MS.

DISCUSSION:

Permits for keeping bees shall be obtained by application to the City Council of Gautier and consideration during a public meeting. In considering the application, the Council may consider any relevant item, including but not limited to, objections by adjoining landowners and impact of the colonies on the surrounding areas.

Applicable Sections of Article V, Keeping of Bees from the Animal Control Ordinance are provided below.

Density. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

- a. Less than one-quarter acre: No colonies.
- b. One-quarter acre or more, but less than one-half acre tract size: Four colonies.
- c. More than one-half acre, but less than one acre tract size: Six colonies.
- d. One acre or larger tract size: Eight colonies per acre.

All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.

If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand, or box is located, the beekeeper shall install and maintain a barrier that will prevent bees from flying through it, no less than five (5) feet high, along the exterior boundary of the tract. The barrier must extend ten (10) feet beyond the colony in each direction.

Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.

The bees and equipment shall be kept in accordance with the provisions of the laws of the State of Mississippi.

RECOMMENDATION:

The City Council may:

1. Approve the Bee Keeping Permit request; or
2. Deny the request.

ATTACHMENTS:

1. BEE APPLICATION 3202 WEST LANE
2. Bee Keeping Ordinance

BEE KEEPING PERMIT & PUBLIC HEARING APPLICATION

Public Hearing Number

18-02-BEE

Name of Applicant: DANNY PITTMAN

Phone: 228-355-3956

Property Address: 3202 Westlane

Parcel ID #: 82438110.055

Mailing Address (if Different): _____

E-Mail Address: dannypittman@bellSouth.net

Size of Property: 3 Acres Number of Colonies Proposed: up to 10

ATTACHMENTS REQUIRED AS APPLICABLE:

- N/A 1. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).
- ✓ 2. Bee Keeping Narrative (see attached).
- ✓ 3. Bee Keeping Diagram (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- _____ 5. Any other information requested by the Economic Development/Planning Director.

Signature of Applicant(s): Danny Pittman Date of Application: 1-17-18

_____ Date of Application: _____

FOR OFFICE USE ONLY

Date Received 1-18-18 Verify as Complete RMInitials of Employee Receiving Application RMScheduled Public Hearing Date Feb 20 - 2018 Date Approved by City Council _____

Deadline for Mailing Public Notice Letters _____

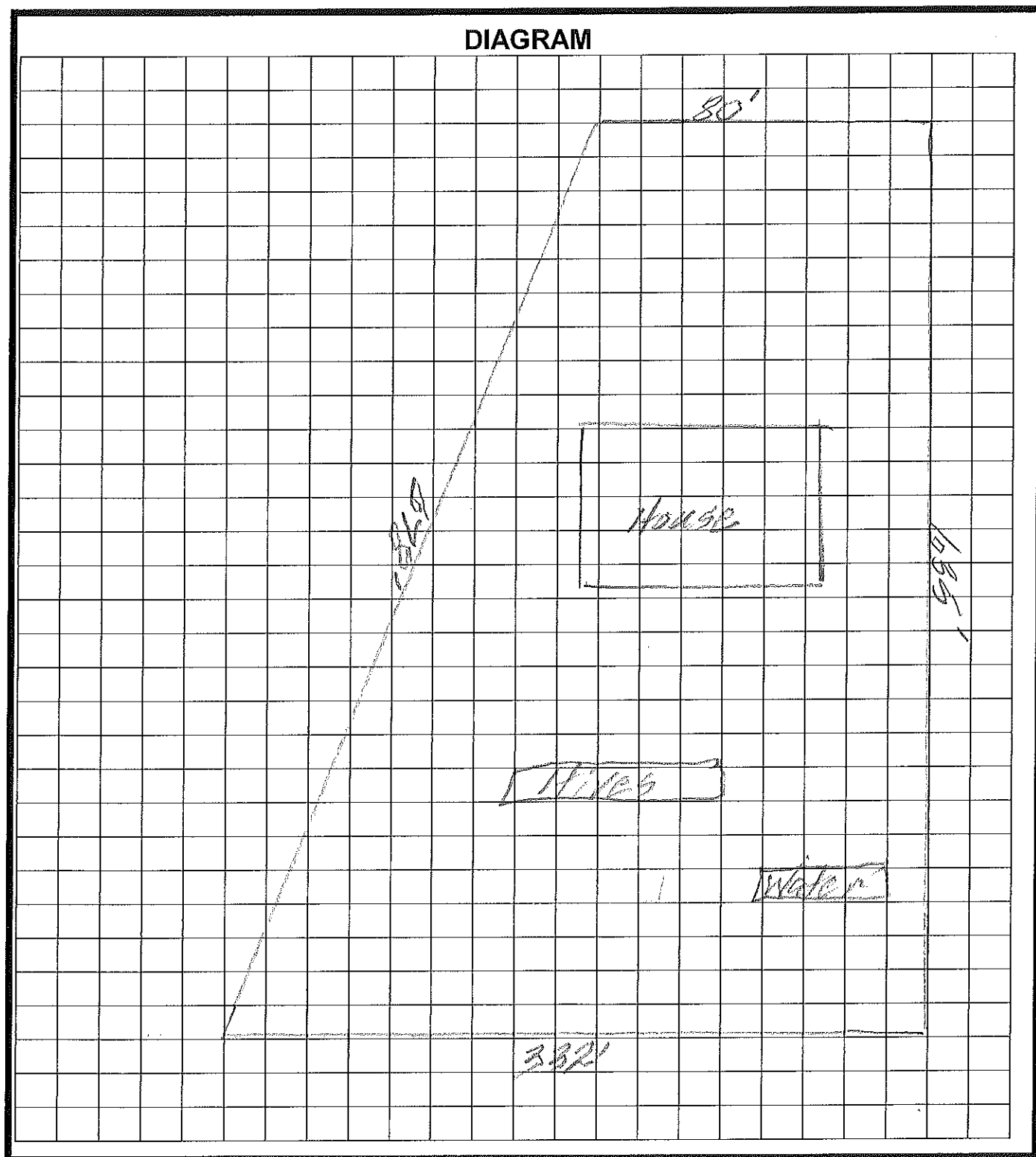
BEE KEEPING NARRATIVE – Describe the proposed bee keeping site in detail.

Include the number of colonies, the size of the lot, the type of hives, height of hives/colonies, types of barriers around the exterior boundaries of the hives on the property, and the water source available for the bees. (Including how it will be continually replenished) Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

I plan to eventually have 10 or 12 hives. I'm starting with 2. We have ~~3~~ acres. The hives, including the stand will be about 24" tall. I plan to use a shallow kids pool, or a couple of large trays with rocks in them, for the water source.

BEE KEEPING DIAGRAM — Provide a diagram of the apiary site that will contain the bees. Please include the size of the lot and label setbacks, the location of the hives, location of the water source to be used by the bees, if the colonies are kept within fifty (50) feet of any exterior boundary include the barrier that will be installed to prevent the bees from flying through it. Attach any other diagrams, pictures, or product material as needed.



Councilman Anderson made the motion to amend part 5 to read: Applicants must reside on the tract at issue if it is one (1) acre or less and must ensure the hives remain in compliance with the provisions of this ordinance.

Councilman Colledge seconded the motion and the vote carried as follows:

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

NAYS: **Hurley Ray Guillotte**

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

ORDINANCE NUMBER 232-2016

AMENDMENT OF ORDINANCE REGARDING THE KEEPING OF BEES

WHEREAS, the Mayor and Members of the City Council of the City of Gautier adopted an Ordinance of the City Council of Gautier, Mississippi, Amending Chapter 4: Animals And Fowl, to Regulate the Keeping of Bees; and

WHEREAS, based on reliable information, the City Council finds it would be in the best interests of the City of Gautier to amend said ordinance; and

THEREFORE, the City Council hereby amends Article V, Section 4-73 of the Gautier Code of Ordinances as follows:

ARTICLE V, Section 4-73. Keeping of Bees

(a) It shall be unlawful for any person to establish or maintain any hive, stand or box where bees are kept, or keep any bees in or upon any premises within the corporate limits of the city of Gautier unless the bees are kept in accordance with the following provisions:

(1) *Definitions.*

I. “Apiary” means assembly of one or more colonies of bees at a certain location.

- II. "Beekeeper" means a person who owns or has charge of one or more colonies of bees.
 - III. "Colony" or "hive" means an aggregate of bees consisting of worker bees, a queen bee, drones, combs, honey, and the receptacle inhabited by the bees.
 - IV. "Tract" means a contiguous parcel of real property under common ownership.
- (2) *Density*. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:
- I. Less than one-quarter acre: No colonies.
 - II. One-quarter acre or more, but less than one-half acre tract size: Four colonies.
 - III. More than one-half acre, but less than one acre tract size: Six colonies.
 - IV. One acre or larger tract size: Eight colonies per acre.
- (3) All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.
- (4) Applicants must own the tract at issue, and must provide proof of ownership prior to Council consideration.
- (5) Applicants must reside on the tract at issue if it is one (1) acre or less and must ensure the hives remain in compliance with the provisions of this ordinance.
- (6) If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand or box is located, the beekeeper shall install and maintain a barrier that will prevent bees from flying through it, no less than five (5) feet high, along the exterior boundary of the tract. The barrier must extend 10 feet beyond the colony in each direction.

- (7) Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.
- (8) The bees and equipment shall be kept in accordance with the provisions of the laws of the State of Mississippi.
- (b) Permits for keeping bees shall be obtained by application to the City Council of Gautier and consideration during public meeting. Applications may be obtained upon request at City Hall. Notice of the application will be mailed to all residents owning parcels within 250 linear feet of the subject property no later than 15 days prior to the hearing. In considering the application, the Council may consider any relevant item, including but not limited to objections by adjoining landowners, impact of the colonies on the surrounding areas, compliance with covenants affecting the tract at issue, whether the tract spans or affects two or more subdivisions, and any other factors presented during the hearing. There is no fee for such an application or permit. Applicants may only apply for bee-keeping permits once every twelve (12) months.
- (c) A citation shall be issued to the offender and the person shall be subject to a fine of not less than \$75.00 and not more than \$250.00 plus any assessments. Violators shall not be subject to arrest or imprisonment for violation of this section, however, the municipal court shall have full authority to enforce its orders, judgments and sentences.
- (d) Nothing in this section shall be deemed or construed to prohibit the keeping of bees in a hive, stand or box, located or kept within a school or university building for the purpose of study or observation.

SECTION 2. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

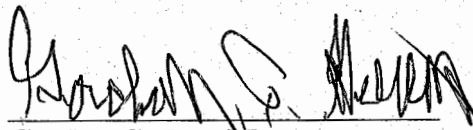
SECTION 4. This ordinance shall become effective thirty (30) days after passage and publication.

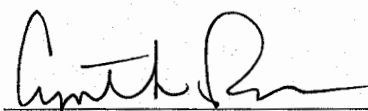
Thereupon, upon motion duly made by **Councilwoman Martin** seconded by **Councilman Colledge** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **Hurley Ray Guillotte**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 15th day of November, 2016.


Gordon Gollott, Mayor

Attest: 
Cynthia Russell
City Clerk

Councilwoman Martin made the motion to authorize the addition of a Special Exception Application Fee of \$250.00 to the Comprehensive Fee Schedule for administrative and advertising costs, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 031-2018

WHEREAS, on December 19, 2017, the City Council approved an amendment to Article IV and supporting sections of the Unified Development Ordinance to create a Special Exception; and

WHEREAS, the Planning Department requests that City Council also adopt a Special Exception Application Fee of \$250.00 for administrative and advertising costs to the Comprehensive Fee Schedule.

WHEREAS, the \$250.00 fee is in line with the Major Conditional Use and Minor Conditional Use Application Fees reflected in the current Comprehensive Fee Schedule;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addition of a Special Exception Application Fee of \$250.00 to the Comprehensive Fee Schedule for administrative and advertising costs is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Administrative Clerk
Date: 02/05/2018
Subject: Authorization to add a \$250.00 Special Exception Fee to the Comprehensive Fee Schedule

REQUEST:

The Planning Department requests that the City Council authorize the addition of a Special Exception Application Fee of \$250.00 to the Comprehensive Fee Schedule.

BACKGROUND:

The City Council recently adopted an amendment to the Unified Development Ordinance to add a Special Exception. Due to this adoption, The Planning Department requests that City Council also adopt a Special Exception Application Fee of \$250 for administrative and advertising costs to the Comprehensive Fee Schedule. The \$250.00 fee is in line with the Major Conditional Use and Minor Conditional Use Application Fees reflected in the current Comprehensive Fee Schedule.

DISCUSSION:

City Staff finds a need to adopt the Special Exception Application Fee of \$250.00 to cover all administrative and advertising costs related the recently adopted Special Exception process.

RECOMMENDATION:

Staff recommends that City Council approve the addition to the Comprehensive Fee Schedule of \$250 for a Special Exception Application.

ATTACHMENTS:

Councilman Anderson made the motion to approve the resolution supporting the continued and increased exploration and production of Gulf of Mexico Energy Resources, as presented. Councilwoman Martin seconded the motion.

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

RESOLUTION BY THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI SUPPORTING THE CONTINUED AND INCREASED EXPLORATION AND PRODUCTION OF GULF OF MEXICO ENERGY RESOURCES

RESOLUTION NUMBER 008-2018

WHEREAS, families and businesses in Gautier welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Gautier as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Gautier benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over \$64 billion in gross domestic product, including 13,000 jobs and \$1 billion in Gross Domestic Product in Mississippi, and provided over \$7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that benefits for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over \$890 million in annual Gross Domestic Product, and over \$1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Gautier, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, that we, the members of the Gautier City Council, support continued and increased exploration and production of the Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources;

BE IT FURTHER RESOLVED, that we, the members of the Gautier City Council, urge the United States Congress to keep its commitment under the Gulf of Mexico Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions, and to lift the existing cap on revenue-sharing with the Gulf Coast states, to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, that the Clerk of the Gautier City Council transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by **Councilman Anderson** and seconded by **Councilwoman Martin**, and the following vote was recorded:

Mayor Phil Torjusen	<u>AYE</u>
Councilwoman At Large Mary Martin	<u>AYE</u>
Councilman Cameron George	<u>AYE</u>
Councilman Richard Jackson	<u>AYE</u>
Councilman Casey Vaughan	<u>AYE</u>
Councilman Rusty Anderson	<u>AYE</u>
Councilman Adam Colledge	<u>AYE</u>

RESOLVED, this the 20th day of February, 2018.

Phil Torjusen, Mayor

ATTEST:

Cynthia Russell, City Clerk

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

(Seal of the City of Gautier)

Mayor
Phil Forjusen

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia Russell

Council
At Large Mary F. Martin
Ward 1 Cameron B. George
Ward 2 Richard "DJ" Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "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

February 20, 2018

Ms. Kelly Hammerle
National OCS Oil & Gas Leasing Program Manager
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-LD
Sterling, VA 20166-9216

Dr. Jill Lewandowski, Ph.D.
Chief, Division of Environmental Assessment
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-OEP
Sterling, Virginia 20166

RE: Draft Proposed 2019-2024 OCS Oil & Gas Leasing Program & Notice of Intent to Prepare a PEIS

Dear Ms. Hammerle and Dr. Lewandowski:

On behalf of my constituents, and for the benefit of families and businesses across Mississippi, I write to strongly support the decision to propose expanded access in the Gulf of Mexico and urge the Bureau of Ocean Energy Management (BOEM) to maintain all of the proposed leasing regions as it further develops the 2019-2024 offshore leasing program.

With our growing energy needs and nearby infrastructure already in place, the Interior Department has taken an important step by proposing expanded opportunities to develop Gulf of Mexico energy, which could help ensure a stable long-term domestic energy supply that provides Mississippi families and businesses with more income to spend on goods, services, and investments essential to our economic health and standard of living.

These resources can also provide families, businesses, and communities across Mississippi with an economic boost, including those facing unemployment and poverty challenges, as well as significant public revenue that can be used to help provide critical services to the public and build and maintain vital infrastructure such as schools, hospitals, roads, and bridges. In FY 2014, offshore oil and gas activity in the Gulf of Mexico generated over \$64 billion in Gross Domestic Product (GDP) and over 650,000 jobs, including 13,000 jobs and nearly \$1 billion in GDP for Mississippi. That same year, Gulf activity provided over \$7 billion in revenues to federal, state and local governments, making it one of the largest sources of revenue to the federal government.

Continued and expanded Gulf of Mexico access would increase these economic gains for Mississippi residents and ensure that the Gulf Coast continues to supply American consumers across the country with reliable energy. One study has estimated that for Mississippi alone, expanded Gulf of Mexico energy development could support up to ~12,000 new jobs, ~\$900 million in annual GDP, and \$1.6+ billion in state revenue.

By promoting more development here at home under our strict safety and regulatory requirements, we can also reduce our reliance on energy from countries with less stringent standards and help ensure continued environmental progress that has been made possible by the energy revolution and associated technological advances and innovation. The history of coexistence among various activities in the Gulf, and well-established mechanisms for their coordination, further underscores this opportunity.

For the benefit of citizens and businesses across Mississippi, I therefore respectfully urge BOEM to continue the development of a robust leasing program that includes all of the regions as currently proposed, including in the Gulf of Mexico.

Sincerely,

Energy Consumer Protection Pledge

The *Energy Consumer Protection Pledge* is a vow to support an “all of the above” energy policy to benefit American households, small businesses, and the environment. Sound energy policy helps all families, especially those who are living at or below the poverty line, with access to affordable and reliable energy.

The Pledge and Consumer Energy Alliance (CEA) Campaign for America’s Energy target the forgotten voices in the energy discussion – those American families and businesses who deserve responsible energy solutions and sensible energy prices.

CEA agrees that the environment must be protected and preserved. Energy producers should continue to develop and implement technology to improve the environment.

Energy and the environment should not be partisan issues; they affect every American. CEA believes that energy and the environment are issues on which we should all agree, and that we must bridge partisan gaps to ensure a logical, consistent and sensible energy policy.

Finally, CEA believes in providing solutions. Just saying “no” is not a solution. We must do everything we can to meet our energy needs to help lower prices. Energy solutions and the environment can and must go hand-in- hand.

The *Energy Consumer Protection Pledge* helps consumers identify those elected officials and candidates that will protect both energy and the environment.

Who is Consumer Energy Alliance?

Consumer Energy Alliance (CEA) is the leading U.S. consumer advocate in support of affordable, reliable energy for working families, seniors, and small businesses across the country.

For more information please visit <http://consumerenergyalliance.org/campaign-for-americas-energy/>



ENERGY CONSUMER PROTECTION PLEDGE

I, _____, pledge to support an “all of the above” energy & environmental policy that ensures all households and businesses have affordable energy to help meet their basic energy needs. Regardless of political affiliation or economic means, American energy must support our homes, economy, and national security while sustaining our environment.

Signed: _____

Office Title or Campaigning for: _____

Date: _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI SUPPORTING
GULF OF MEXICO ENERGY AND REVENUE SHARING**

WHEREAS, Jackson County families and businesses welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Jackson County as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Jackson County benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over \$64 billion in gross domestic product, including 13,000 jobs and \$1 billion in Gross Domestic Product in Mississippi, and provided over \$7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over \$890 million in annual Gross Domestic Product, and over \$1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, resilience, and infrastructure affected by offshore oil and gas activities; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Jackson County, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, that we, the members of the Jackson County Board of Supervisors, support continued and increased exploration and production of the Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources.

BE IT FURTHER RESOLVED, that we, the members of the Jackson County Board of Supervisors, urge the United States Congress to keep its commitment under the Gulf of Mexico

Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions, and to lift the existing cap on revenue-sharing with the Gulf Coast states, to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, that the Clerk of the Jackson County Clerk of the Board transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by Supervisor Cumbest seconded by Supervisor Taylor, and the following vote was recorded:

Supervisor Cumbest

yes

Supervisor Harris

yes

Supervisor Taylor

yes

Supervisor Ross

yes

Supervisor Bosarge

yes

RESOLVED, this the 16th day of January, 2018.

ATTEST:

BOARD OF SUPERVISORS

Josh Blalock
Clerk of the Board

By: Hardy Bosarge
President



**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI
SUPPORTING THE CONTINUED AND INCREASED EXPLORATION AND PRODUCTION
OF GULF OF MEXICO ENERGY RESOURCES**

WHEREAS, families and businesses in Pascagoula welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Pascagoula as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Pascagoula benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over \$64 billion in gross domestic product, including 13,000 jobs and \$1 billion in Gross Domestic Product in Mississippi, and provided over \$7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over \$890 million in annual Gross Domestic Product, and over \$1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Pascagoula, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, That we, the members of the Pascagoula City Council, support continued and increased exploration and production of Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources.

BE IT FURTHER RESOLVED, That we, the members of the Pascagoula City Council, urge the United States Congress to keep its commitment under the Gulf of Mexico Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, That the Clerk of the Pascagoula City Council transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by Councilwoman Colmer and seconded by Councilman Jones, and the following vote was recorded:

Mayor Maxwell	Voting Aye
Councilman Jones	Voting Aye
Councilman Wolverton	Voting Aye
Councilman Burrow	Voting Aye
Councilman Parker	Recused
Councilman Tipton	Voting Aye
Councilwoman Colmer	Voting Aye

RESOLVED, this the 19th day of December, 2017.

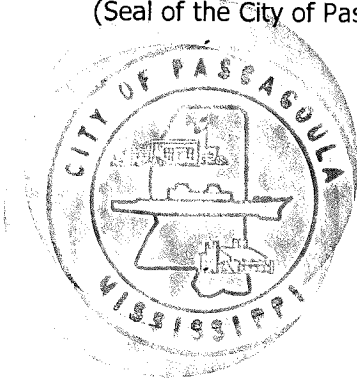
ATTEST:


City Clerk

CITY COUNCIL

By: 
Mayor

(Seal of the City of Pascagoula)



Councilman Vaughan made the motion to authorize a professional services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed \$73,005.00, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 032-2018

WHEREAS, during periods of heavy rain, residents on Bemis Avenue repeatedly deal with sewer issues including sewer back-ups in their homes. There are approximately 25 residences on Bemis Avenue that will benefit from upgrades including a new gravity sewer system; and

WHEREAS, Seymour Engineering will provide an easement acquisition survey, design surveys, and project representation/inspection for proposed Bemis Avenue sewer upgrades;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed \$73,005 is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/14/2018
Subject: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed \$73,005.

BACKGROUND:

During periods of heavy rain, residents on Bemis Avenue have had issues with sewer back-up in their homes. There are approximately 25 residences on Bemis that will benefit from upgrades including a new gravity sewer system.

DISCUSSION:

Seymour will provide an easement acquisition survey, design surveys, and project representation/inspection for proposed Bemis Avenue sewer upgrades.

RECOMMENDATION:

The Grants and Projects Administrator recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed \$73,005.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Bemis Avenue project as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Bemis Avenue project as presented.

ATTACHMENTS:

1. Bemis Ave. Agreement

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2018, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a new gravity sewer system on Bemis Avenue to serve approximately 25 residential homes. Gravity sewer and force mains will also be installed on Old Spanish Trail in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project

cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative

(and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. Payment to Engineer for Basic Services. ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 5.1 This Agreement is subject to the following special provisions.
 - 5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
 - 5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
 - 5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
 - 5.2.3 Exhibit C Payments to Engineer, consisting of 2 pages.
- 5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 GAUTIER VANCELEAVE RD.
GAUTIER, MS 39553**

DATE:

ENGINEER:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

DATE:

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on **February __, 2018**, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. LIMITATIONS OF AUTHORITY - Resident Project Representative:
 - 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
 - 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

EXHIBIT C
PAYMENTS TO ENGINEER

ENGINEERING DESIGN.....The engineering Design Fee shall be computed in accordance with Curve B Compensation for Basic Services expressed as a percentage of Construction Cost for projects of average complexity (See Attached Graph).

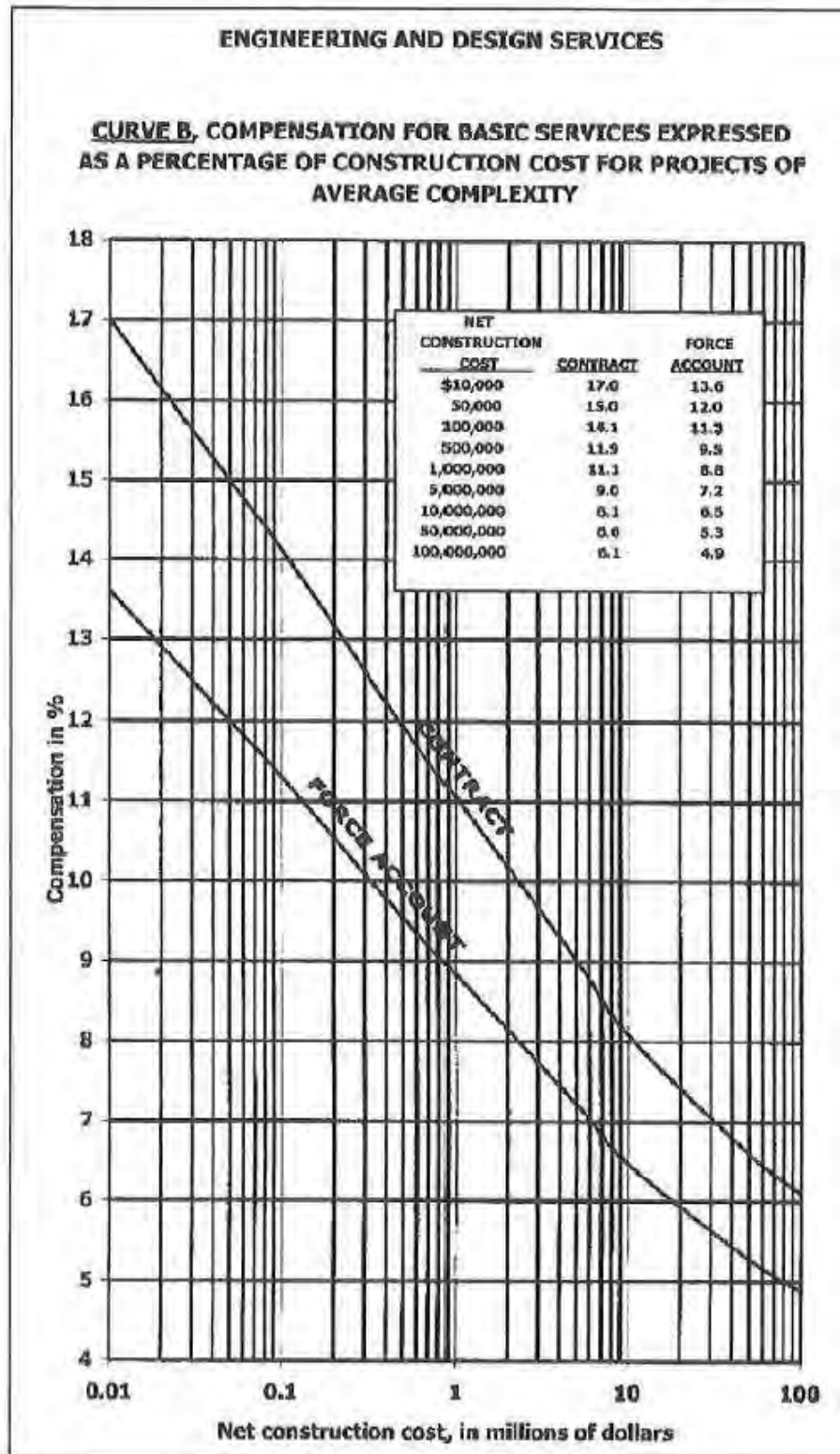
EASEMENT ACQUISITION SURVEYS 1 / @ \$1,500 EACH – (ADDITIONAL SERVICES).....\$1,500.00

DESIGN SURVEYS – (ADDITIONAL SERVICES).....\$29,105.00

PROJECT REPRESENTATION/INSPECTION.....\$42,400.00

ATTACHMENT TO EXHIBIT C – PAYMENTS TO ENGINEER

Engineering and Design Services of Average Complexity



Councilman Colledge made the motion to authorize a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed \$242,000.00, as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 033-2018

WHEREAS, the City of Gautier has secured \$10 million in bond funding to make improvements to its water and sewer system; and

WHEREAS, the City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvements Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed \$242,000 is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/14/2018
Subject: Authorization to enter into a General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed \$242,000.

BACKGROUND:

The City of Gautier has secured \$10 million in bond funding to make improvements to its water and sewer system. The City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvement Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities.

DISCUSSION:

Under Task Order #1, Waggoner will provide a Capital Improvements Plan, pilot water treatment testing, and program development for infrastructure needs. The CIP will take approximately 6 months to complete and will include an examination and prioritization of the City's infrastructure needs and a plan going forward to utilize bond and grant funding. Under the pilot program, Waggoner will examine other water treatment methods that might work within the City and examine and compare the costs and ongoing operation and maintenance associated with various options. The program development task will allow Waggoner to work with bond counsel and multiple other funding sources to make sure that the City meets all timelines and maximizes/leverages its bond funds.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed \$242,000.

The City Council may:

- 1) Approve entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan as presented; or
- 2) Not approve entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan as presented.

ATTACHMENTS:

1. Gautier Gen Svc Agrmt and TO #1

**GENERAL SERVICES AGREEMENT
BETWEEN
CITY OF GAUTIER, MISSISSIPPI
AND
WAGGONER ENGINEERING, INC.**



This **GENERAL SERVICES AGREEMENT** (this "Agreement") is made by and between:

Name: City of Gautier
Address: 3330 Highway 90, Gautier, MS 39553
Telephone: 228-497-8000
Representative: Ms. Paula Yancey, City Manager

(referred to in this Agreement as "Client")

AND

Name: Waggoner Engineering, Inc.
Address: 143-A LeFleur's Square, Jackson, MS 39211
Telephone: 601-355-9526
Representative: Austin Moore, PE

(referred to in this Agreement as "Waggoner"), in connection with the **General Services** (the "Project"), effective as of the _____ day of _____, 2018 (the "Effective Date").

In consideration of the mutual covenants and promises set forth in this Agreement, Client and Waggoner agree as follows:

1. **SERVICES.** Owner desires to engage Waggoner to perform or furnish professional engineering or other requested services of the type described generally in Exhibit A attached to this Agreement ("Services"). Services will be provided by Waggoner upon receipt of individual task orders issued by Owner (a form of which is attached as Exhibit C). Client may request Waggoner to perform additional services not described in a Task Order ("Additional Services"). Unless agreed otherwise by Waggoner, Client shall compensate Waggoner for Additional Services on an hourly basis using the rates attached to this Agreement as Exhibit B. Waggoner reserves the right to require written authorization by Client prior to performing any Additional Services.
 - (a) **Standards of Practice.** Waggoner will perform the Services described in each Task Order in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Waggoner makes no other representation or warranty regarding its Services. Client may not infer any additional or different representation or warranty by Waggoner from any report, opinion, document or other communication made by or on behalf of Waggoner.
 - (b) **Changes in Scope of Services.** The Scope of Services described in each Task Order is based on facts known at the time of execution of the Task Order, including,

if applicable, information supplied by Client. For some projects involving conceptual or process development services, the Scope of Services may not be fully defined at the time of execution of the Task Order. As the Services progress, facts discovered may indicate the need for changes to the Scope of Services. Changes in the Scope of Services will result in a change in agreed upon compensation if the change in Scope of Services changes the amount of work or expertise required of Waggoner.

2. COMPENSATION.

- (a) Client shall compensate Waggoner for the Services provided under each Task Order in the amount and in the manner provided by the Task Order. Client shall also reimburse Waggoner for all reasonable expenses incurred in the performance of the Services, to include printing, travel, lodging and subsistence, and equipment use in accordance with Exhibit B.
- (b) Waggoner will invoice Client monthly based upon the work completed during the billing period, and will Client shall pay Waggoner within 30 days after receipt of Waggoner's monthly invoice. Waggoner will submit a separate invoice for each Task Order. Any invoice not paid within forth-five days of receipt shall bear interest at the rate of 1.5% per month in accordance with MISS. CODE ANN. § 31-7-305.
- (c) Waggoner reserves the right to modify its Hourly Rate Schedule as of January 1 of each year that the Agreement is in effect. Waggoner understands and acknowledges that any such modification will require approval by the City Council.

3. TERM OF AGREEMENT; SCHEDULE OF PERFORMANCE.

- (a) This Agreement shall be effective as of the Effective Date and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for a period of one calendar year. Unless terminated in accordance with the provisions of this Agreement, this Agreement will automatically renew on each anniversary of the Effective Date for a successive period of one calendar year. Expiration or termination of this Agreement shall have no effect on the Services to be provided under a particular Task Order unless the Task Order is also terminated.
- (b) The schedule for performance of Services under each Task Order shall be set forth in the Task Order. In the event of any delays in performance of the Services to be provided under any Task Order through no fault of Waggoner, Waggoner shall be entitled to an equitable adjustment in compensation to address increased costs of performing the Services.

4. **CLIENT RESPONSIBILITIES.**

- (a) **Information/Reports.** Client shall furnish Waggoner with all applicable reports, studies, site characterizations, regulatory orders and similar information in its possession relating to the Services to be performed by Waggoner under each Task Order. Unless specified otherwise in a particular Task Order, in performing the Services, Waggoner may rely upon Client-furnished information without independent verification.
- (b) **Representative.** Client shall designate a representative who shall have authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services performed or to be performed under each Task Order.
- (c) **Decisions.** Client shall provide all criteria and full information as to Client's requirements for the Services under each Task Order, obtain necessary approvals and permits (unless specified otherwise in the particular Task Order), attend project meetings, provide interim reviews on an agreed-upon schedule, make decisions as to project alternatives, and generally participate in the project to the extent necessary to enable Waggoner to performance the Services in a timely and efficient manner.
- (d) **Access.** Client shall provide Waggoner safe access to the project site and any other premises under Client's control necessary for Waggoner to perform or provide the Services described in each Task Order.
- (e) **Utilities and Other Underground Improvements.** Client shall furnish to Waggoner information identifying the type and location of any underground utilities or other underground improvements that affect the Services under any Task Order. As part of any design, testing or other Services that include ground penetrations, Waggoner will prepare one or more plans that show the locations intended for subsurface penetrations for Client's approval.

5. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Client acknowledges Waggoner's design and construction documents as instruments of professional service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Waggoner as instruments of service shall remain the property of Waggoner. Waggoner shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon payment of all compensation due Waggoner, Client shall have a perpetual license to use all instruments of Waggoner's Services for the purposes contemplated by the Task Order under which they were prepared. Client shall not reuse or make any modification to any plans, specifications or other instruments of Waggoner's Services without the prior, written authorization of Waggoner.

6. **PROVISIONS APPLICABLE TO PARTICULAR TYPES OF SERVICES.**

- (a) **Construction Observation.**

- (i) If Waggoner is retained to provide construction observation services as part of a Task Order, Waggoner shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the contractor's work is proceeding in general accordance with the plans and specifications for the work. Unless specified otherwise in a Task Order, Waggoner will not make detailed inspections or provide exhaustive or continuous review and observation of any construction or other services provided by a third party. Waggoner does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work for Client.
- (ii) If the Scope of Services set forth in a particular Task order does not include observation or review of the performance by Waggoner of any construction or other third-party services, Client assumes all responsibility for interpretation of the plans, specifications and other contract documents and for construction observation and supervision.

(b) **Hazardous Materials.**

- (i) Unless the Scope of Services in any particular Task Order specifies otherwise, the Services do not include any services related to investigations for or abatement or remediation of hazardous or toxic materials ("Hazardous Materials"). In the event Waggoner or any other party encounters any Hazardous Materials at any project site, or should it become known in any way that Hazardous Materials may be present at the any project site or any adjacent areas that may affect the performance of the Services, Waggoner may, at its option and without liability for consequential or any other damages, suspend performance of the Services (in whole or in part) until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the Hazardous Materials.
- (ii) Client shall furnish or cause to be furnished to Waggoner all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Materials at or near each project site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall Waggoner be required to sign a hazardous waste manifest or take title to any Hazardous Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.
- (iii) Client agrees that Waggoner neither created nor contributed to the creation or existence of any Hazardous Materials at any project site, and in consideration of the substantial risks to Waggoner posed by the presence or potential presence of Hazardous Materials, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Waggoner, its

officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about any project site (whether by Client, any predecessor in title or any third party) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.

- (c) **Testing and Observation.** If the Scope of Services in a Task order specifies any testing of materials, Waggoner will provide test results and opinions based on tests and field observations only for the work actually tested. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Client is responsible (even if delegated to contractor) for requesting any additional testing services that Client deems appropriate for the Project beyond that provided in the Scope of Services. Waggoner's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects in its work or create a warranty or guarantee by Waggoner. Waggoner will not supervise or direct the work performed by Client's contractor or its subcontractors, and neither any testing nor construction observation performed by Waggoner shall result in Waggoner being or becoming responsible for means and methods of construction.
- (d) **Testing Laboratory Services.** All laboratory testing services will be performed by a third party. Client understands that Waggoner may not be knowledgeable in the procedures of the testing laboratory's services and will not rely upon Waggoner to verify the quality or accuracy of the testing laboratory's reports.
- (e) **Sample Disposition Upon Completion of Testing.** Unless specified otherwise in a particular Task Order, material samples will be considered consumed in testing and will be disposed of upon completion of the tests.

7. **INSURANCE.** Throughout the term of this Agreement, Waggoner shall maintain the following minimum insurance coverages:

- (a) Workers' compensation insurance in such amounts as may be required under the laws of the State of Mississippi.
- (b) Comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (c) Automobile liability insurance with a combined single limit of not less than \$1,000,000.
- (d) Professional liability insurance in an amount of not less than \$1,000,000 annual aggregate, on a claims-made basis.

At Client's request, Waggoner shall add Client as an additional insured under Waggoner's automobile liability and general liability policies, but only with respect to the Services.

8. **TERMINATION.** Either Client or Waggoner may terminate this Agreement or any Task Order at any time with or without cause upon giving the other party seven (7) calendar days prior, written notice. Client shall pay Waggoner for all Services performed and all costs incurred up to the date of termination within thirty (30) calendar days of the date of termination.
9. **DISPUTE RESOLUTION.** The parties agree to attempt to settle any disputes arising under this Agreement or any Task Order in an amicable manner through discussions between the parties' senior management representatives. If a dispute cannot be resolved in this manner within a reasonable parties of time, the parties agree to submit the matter to non-binding mediation prior to filing any legal proceedings. Mediation shall be conducted in accordance with the mediation Rules of the American Arbitration Association with the parties sharing the cost of the mediator(s) equally.
10. **NOTICES.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, one business day after deposit with a nationally recognized overnight courier, delivery fees prepaid, or, if mailed, three business days after deposit in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown below:

Client: City of Gautier
 3330 Highway 90
 Gautier, MS 39553
Telephone: 228-497-8000

Waggoner: 143-A LeFleur's Square
 Jackson, Mississippi 39211
 Telephone: (601) 355-9526

Attention: Hunter T. Arnold

Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

11. **GENERAL PROVISIONS.**

- (a) **Amendments.** This Agreement represents the complete agreement between Client and Waggoner with respect to the subject matter hereof and may only be amended, supplemented, modified or cancelled by a duly executed instrument executed by the party sought to be charged.
- (b) **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Waggoner. Waggoner's Services under this Agreement are being performed solely for Client's benefit, and no other entity, including Client's contractors, shall have any claim against Waggoner because of this Agreement or the performance or nonperformance of any Services under this Agreement.
- (c) **Delays.** If events beyond the control of Client or Waggoner, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Waggoner shall be entitled to an equitable adjustment in compensation.
- (d) **Safety.** Waggoner shall have no responsibility for or control over general job site safety of persons other than Waggoner employees.
- (e) **Construction Means, Methods, Techniques.** Waggoner shall not have any responsibility for or control over any contractors means, methods, techniques or sequencing of any work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI

WAGGONER ENGINEERING, INC.

By:_____

By:_____

Title:_____

Title:_____

Exhibit A
Waggoner Engineering, Inc.
Scope of Work

It is anticipated that professional services performed pursuant to this Agreement may include the following General Services, including:

- | | |
|--|--|
| 1. General Consultation | 21. Environmental Screening |
| 2. Planning | 22. Wetlands Evaluation |
| 3. Mapping | 23. Sanitary Sewer Engineering & Design |
| 4. Exhibits Preparation | 24. Wastewater Treatment Facilities |
| 5. Reports | 25. Traffic Signalization |
| 6. Schematic Drawings | 26. Geotechnical Engineering |
| 7. Detailed Drawings | 27. Architectural Consultation |
| 8. Construction Drawings | 28. GIS Surveys |
| 9. Construction Specifications | 29. Structural Engineering |
| 10. Opinions of Cost | 30. Flood Plain Analysis |
| 11. Site Identification, Selection, Layout, & Design | 31. Hydraulic/Hydrologic Engineering |
| 12. Topography Surveys | 32. Transportation Planning |
| 13. Boundary Surveys | 33. Roadway Design |
| 14. Spatial and Digital Ortho Mapping | 34. Stormwater Management |
| 15. Geographic Information Systems | 35. Mechanical & Electrical System Design |
| 16. Construction/As-Built Surveys | 36. Commercial & Industrial Building Layout & Design |
| 17. Project Conceptualization | 37. Structural Evaluation |
| 18. Project Implementation, Approach, & Support | 38. Airport Planning & Design |
| 19. Coordination with Regulatory Agencies | 39. Water Distribution Systems |
| 20. Construction Administration & Review | 40. Program Management |

WAGGONER ENGINEERING, INC.
2017 BILLING RATES

REIMBURSABLE EXPENSES

Actual Expense Only

PHOTOCOPIES

Copiers

Black & White	Letter & Legal	\$	0.15	Per Copy
	11X17	\$	0.25	Per Copy
	12X18	\$	0.30	Per Copy
Color		\$	1.10	Per Copy

Plotters**

Black & White	11x17	\$	0.40	Per Copy
	12x18	\$	0.45	Per Copy
	18x24	\$	0.90	Per Copy
	24x36	\$	1.80	Per Copy
Color	11x17	\$	1.50	Per Copy
	12x18	\$	1.80	Per Copy
	18x24	\$	3.60	Per Copy
	24x36	\$	7.20	Per Copy

**Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*

***Oversized or odd sized plots are billed at \$0.25/sq ft for black & white, and \$1.00/sq ft for color.*

Per Diem:

When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of \$90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of \$150 per day per person.

Travel Time:

Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective through December 31, 2018.

WEI reserves the right to adjust the hourly rates after December 31, 2018. Any such adjustment is subject to approval by the City Council.

Exhibit C
Waggoner Engineering, Inc.
Task Order Form

Task Order No. 1	
Additional Pages Attached: 5	
Date of Task Order: _____, _____	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF GAUTIER, MISSISSIPPI	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Gautier, Mississippi dated _____, 2018 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Water and Sewer Capital Improvements Plan

2. **Project Number:**

3. **Project Manager for Client:** Ms. Paula Yancey

4. **Project Manager for Waggoner:** Mr. Austin M. Moore, PE

5. **Method of Compensation:** Lump Sum

6. **Task Order Allowable Cost:** \$242,000.00. See Attached Schedule of Compensation (Exhibit II)

7. **Scope of Work (see additional pages attached):** See Attached Scope of Work (Exhibit I)

8. **Schedule of Performance** See Attached Scope of Work (Exhibit I)
(see additional pages
attached):

9. **Approved Subconsultants:** N/A

10. **Special Provisions:** N/A

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI

WAGGONER ENGINEERING, INC.

By: _____

By: _____

Title: _____

Title: _____

TASK ORDER #1

EXHIBIT I SCOPE OF WORK

PREFACE

The City of Gautier has secured \$10M in bond funding to make improvements to its water and sewer system. The City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvement Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities,.

SCOPE OF WORK

Water and Sewer Capital Improvement Plan

Waggoner will provide professional engineering services in developing a comprehensive Water and Sewer Capital Improvement Plan for Gautier. Waggoner will evaluate and make recommendations for the following:

A. Water Infrastructure

1. Water Supply Wells – capacity, age, pumping/maintenance records, water quality, and similar pertinent information
2. Water Storage Tanks – capacity, age, condition, inspection reports
3. Water Supply Lines – evaluate system “bottlenecks” and connectivity (loops)
4. Usage & Capacity – evaluate usage and capacity in various system zones/service areas
5. Expansion of system to serve areas unserved
6. Water System Hydraulic Model – develop a comprehensive model, using Owner provided GIS data, to simulate storage, supply, pressure, and flows for existing conditions and future improvements
7. Water Treatment
 - a. Evaluate the current ion exchange color removal plant, including efficiency and O&M
 - b. Evaluate alternative color removal technologies, including capital and O&M costs
 - c. Provide a membrane filtration pilot unit to evaluate its effectiveness in color removal at one (1) well site
 - d. Evaluate and compare ion exchange and membrane filtration treatment processes for providing color-free water throughout the City’s system
8. Develop conceptual opinion of probable costs (OPCs) for recommended improvements
9. Develop implementation schedule

B. Wastewater Infrastructure

1. Pump stations – condition assessment (pumps, controls, equipment, etc.)
2. Collection system – evaluate existing data from TV inspection, smoke testing, line cleaning, etc.
3. Capacity – evaluate land use and zoning to identify population projections and growth areas

4. Expansion of system to serve any unserved areas in the City limits
5. Flow monitoring – evaluate dry and wet weather flows to better understand inflow & infiltration
6. Stormwater – evaluate stormwater infrastructure which affects wastewater – inflow & infiltration, building back-ups, SSO problem areas
7. Develop conceptual opinion of probable costs (OPCs) for recommended improvements
8. Develop implementation schedule

C. Program Management & Administration

1. Program Management

Waggoner will develop a framework for implementation of the City's priorities identified by infrastructure plans and initiatives and requested by the City. The management and administration activities as part of this framework development and execution are outlined below. Waggoner will assist the City through the execution of the following tasks, in the development of the Program:

- a. Compiling, defining, and analyzing various infrastructure planning documents and information related to the mission, capabilities, assets, and resources of the City.
- b. Developing an Immediate Action Report, including a qualitative assessment of various infrastructure plans (to be furnished by City), along with strategy and action items that the City and its stakeholders can utilize immediately to commence implementation of the Program.
- c. Developing project concepts, concept-level opinions of probable costs, policy concepts, priorities, and resource strategies in order to advance overall Program implementation, including the development of concept papers, graphic exhibits, and presentation materials.
- d. Developing baseline strategies for securing resources in continuation of the Program. These efforts may consist of innovative short-term or long-term financing.
- e. Identifying institutional arrangements that will best serve Program objectives.

2. Program Administration

Waggoner will assist the City in execution of the following tasks in support of the Program:

- a. Updating, further defining, prioritizing the various strategies of the Program, to include concepts, priorities, budgets, and funding scenarios for program elements identified by the City. Waggoner will prepare supporting documentation, to assist in advancing overall program implementation, including narrative concept papers, graphic exhibits and presentation materials.
- b. Advancing of the City's Program objectives through supporting information.

D. Schedule

Task	Duration	Cumulative Time
Initiate Services/Kickoff	2 Weeks	2 Weeks
Data Collection of System	2 Weeks	4 Weeks
Evaluation of Data	8 Week	12 Weeks
Draft CIP	4 Weeks	16 Weeks
Client Review	2 Weeks	18 Weeks
Finalize CIP	4 Weeks	22 Weeks
Presentation to City	1 Week	23 Weeks
Program Management and Administration	24 Weeks	47 Weeks

E. Deliverables

Waggoner will prepare a draft report for presentation to the City. Upon receipt of reviewed comments from the City, Waggoner will prepare the final report and present to the City. Waggoner will provide five (5) copies of the report and a digital PDF file.

TASK ORDER #1

EXHIBIT II SCHEDULE OF COMPENSATION

Waggoner will invoice for its services related to the proposed project on a lump sum basis in accordance with the schedule shown below. The estimated budgets are summarized below. Monthly status reports will be submitted with each invoice, and budgets will not be exceeded without written authorization.

Project Task	Schedule	Budget
Water & Sewer Capital Improvements Plan	See Scope	\$242,000
Total		\$242,000

City will be invoiced on a monthly basis for work completed during the billing period. City shall pay Waggoner within 45 days after receipt of Waggoner's monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of the City other than those conditions, if any, specifically set forth in this Agreement.

City shall compensate Waggoner on a percent complete basis for each billing period for services set forth herein. If complications or other unforeseen factors cause a change in the scope of work which may cause Waggoner to exceed the established budgets, Waggoner will promptly notify City in advance of performing additional work and proceed only pursuant to written agreement with the City.

Councilwoman Martin made the motion to authorize the professional services agreement with Garner Russell & Associates, INC. (Task Order Edition) and approve Task Order #2018- 01 in the amount of \$10,000.00, as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 034-2018

WHEREAS, periodically the City of Gautier may seek professional engineering services for specific projects throughout the City. Garner Russell & Associates, INC. proposed to document each engagement by a Task Order. This agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this agreement;

WHEREAS, Garner Russell & Associates, INC. will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including costs estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Garner Russell & Associates, INC. (Task Order Edition) is hereby authorized and Task Order #2018-01 in the amount of \$10,000.00 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 Jackson** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/15/2018
Subject: Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC. for renovations and upgrades to Bacot Park Sports Complex

REQUEST:

The Recreation Department requests City Council authorization to enter into a professional services agreement (task order edition) and approval of Task Order # 2018-01 with Garner Russell & Associates, INC. in the amount of \$10,000 for study and report services to develop a detailed scope of work for renovations and upgrades to Bacot Park Complex.

BACKGROUND:

From time to time the City may need professional engineering services for specific projects throughout the City. Garner Russell & Associates, INC. proposes to document each engagement by a Task Order. This Agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. In an effort to attract more recreational activities at Bacot Park, upgrades to the facilities are needed

DISCUSSION:

Garner Russell & Associates, INC. will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

RECOMMENDATION:

The Recreation Department recommends that City Council authorize entering into a professional services agreement (Task Order Edition) and approve Task Order# 2018-01 in the amount of \$10,000 with Garner Russell & Associates, INC.

City Council May:

1. Approve the professional services agreement (task order edition) and approve Task Order # 2018-01 in the amount of \$10,000 with Garner Russell & Associates, INC.
2. Not approve the professional services agreement (task order edition) and not approve Task Order # 2018-01 in the amount of \$10,000 with Garner Russell & Associates, INC.

ATTACHMENT(S):

Professional Services Agreement (Task Order Edition)
Task Order # 2018-01 Bacot Park Sports Complex Study and Report Services

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

CITY OF GAUTIER, MISSISSIPPI (“Owner”) and

A. GARNER RUSSELL & ASSOCIATES, INC. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished

under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk; (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from

those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days as a result of Owner's action or inaction which results in a material breach of this agreement or task order, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
 6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- C. *Percentage Share of Negligence:* Contributory negligence shall be determined and established in accordance with the laws and statutes of the State of Mississippi.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- F. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- F. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: CITY OF GAUTIER, MISSISSIPPI

ENGINEER: A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____

By: _____

Print Name: Paula Yancey

Print Name: Scott Burge, PE

Title: City Manager

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required): 9550

State of : Mississippi

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

3330 Highway 90, Gautier, MS 39503

520 33rd Street, Gulfport, MS 39507

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Paula Yancey

Chad N. Jordan, PE

Title: City Manager

Title: Project Manager

Phone Number: 228-497-8000

Phone Number: 251-421-3437

E-Mail Address: pyancey@gautier-ms.gov

E-Mail Address: chad.jordan@garnerrussell.com

**ATTACHMENT 1
SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

- B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Other Services

Engineer shall also provide the following services:

- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.

Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]

h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's

Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 - 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Perform or provide the following:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January, 2018) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and**

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Letter, Legal or Tabloid Copies	\$0.20/page, black and white
	\$0.50/page, color
Copies of Drawings	\$2.00/sheet, 24" x 36"
	\$3.00/sheet, 30" x 42"
Mileage (auto-outside 3 coastal county area)	\$0.55/mile
Meals and Lodging (outside 3 coastal county area)	at cost

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$165.00
Professional Engineer V	\$155.00
Professional Engineer IV	\$145.00
Professional Engineer III.....	\$135.00
Professional Engineer II.....	\$125.00
Professional Engineer I.....	\$115.00
Engineer Intern III	\$115.00
Engineer Intern II	\$95.00
Engineer Intern I	\$85.00
Professional Land Surveyor	\$110.00
Senior Project Manager	\$115.00
Sr. Survey Crew Chief	\$85.00
Sr. Resident Project Representative.....	\$85.00
Engineering Technician III	\$80.00
Engineering Technician II	\$75.00
Engineering Technician I	\$65.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Project Technician	\$70.00
Administrative/Clerical	\$65.00
Surveys with RTK GPS Equipment	\$15.00

This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor. Authorize Owner to occupy the Specific Project in whole or in part.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	\$ 100,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 100,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2. General Aggregate:	\$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident	N/A
(OR)	
1. Combined Single Limit (Bodily Injury and Property Damage):	\$ 1,000,000
Each Accident	
f. Other (specify):	
_____ N/A	\$ _____ N/A

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ _____
 - 2) Bodily injury by disease, each employee \$ _____
 - 3) Bodily injury/disease, aggregate \$ _____
- c. General Liability –
- 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability –
- 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____
- f. Other (specify): \$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as an additional insured.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

TASK ORDER 2018-01
BACOT PARK SPORTS COMPLEX
STUDY AND REPORT SERVICES

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Gautier, Mississippi
- c. Engineer: A. Garner Russell & Associates, Inc.
- d. Specific Project (title): Bacot Park Sports Complex
Upgrades and Renovations
- e. Specific Project (description): Study and Report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)

- B. Other Services

Engineer shall also provide the following services: **None.**

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

None Anticipated

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 5 review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 90 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 30 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish 5 copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$10,000	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2018.

OWNER: City of Gautier, Mississippi

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____

By: _____

Print Name: Paula Yancey

Print Name: M. Scott Burge, P.E.

Title: City Manager

Title: President

Engineer License No.: 9550

State of: Mississippi

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paula Yancey

Name: Chad Jordan

Title: City Manager

Title: Project Manager

Address: 3330 Hwy 90
Gautier, MS 39503

Address: 633 Delmas Avenue, Suite B
Pascagoula, MS 39567

E-Mail pyancey@gautier-ms.gov
Address: _____

E-Mail chad.jordan@garnerrussell.com
Address: _____

Phone: (228) 497-8000

Phone: (251) 421-3437

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct and properly entered and not fraudulent. Councilman Colledge seconded the motion.

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

ORDER NUMBER 035-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	180855	02/20/2018	02/14/2018			8,381.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FEB 2018 RETAINER		50	02/14/2018			7,916.67
	001-060-602	TITLE EXAM: CLEAR POINTE PLAZA		02082018	02/08/2018			465.00
001	BELL AUTO PARTS INC	180979	02/20/2018	02/01/2018			1,114.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BX ROTELLA OIL, FILTER (2)		42373	01/02/2018			80.46
	001-161-638	BX ROTELLA OIL, TRANS FLUID(3)		42374	01/03/2018			105.00
	001-100-570	BRAKE PADS		42375	01/05/2018			69.80
	001-100-570	PERF ROTOR		42376	01/08/2018			102.70
	001-100-570	PERF ROTOR		42377	01/10/2018			102.70
	001-170-639	5GAL HYD FLUID		42378	01/12/2018			99.00
	001-170-639	CS HAVOLINE OIL, JD IGN KEY (4)		42380	01/18/2018			101.50
	001-170-639	5GAL HYD FLUID, TRACTOR KEY(2)		42381	01/19/2018			103.26
	001-170-639	TRACTOR KEY (3): BACKHOE		42382	01/19/2018			80.64
	001-170-639	TRACTOR KEY (3): BACKHOE		42383	01/22/2018			80.64
	001-100-570	BRAKE PADS (2)		42384	01/22/2018			65.00
	001-205-559	5GAL WASHER FLUID		42389	01/29/2018			62.00
	001-205-559	5GAL WASHER FLUID		42390	01/29/2018			62.00
001	SECURE NETWORKS LLC	180981	02/20/2018	02/01/2018			2,430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2018 NETWORK SERVICES		3305	01/16/2018			2,280.00
	001-092-698	MAR 2018 SYNCRONIZED EMAIL		3305	01/16/2018			150.00
001	SOUTHERN PEST CONTROL INC	180982	02/20/2018	02/01/2018			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		326039	01/31/2018			403.30
001	BLOSSMAN GAS INC	180986	02/20/2018	02/02/2018			319.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	TANK RENTAL: NORTH STN		2831965	01/03/2018			12.00
	001-161-630	PROPANE: NORTH STN		3067576	01/25/2018			307.79
001	ALLENS TIRE AND WHEEL	180987	02/20/2018	02/02/2018			399.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	PATCH TIRE: U #50		180247	12/06/2017			25.00
	001-100-638	PATCH TIRE: U #26		180247	12/11/2017			25.00
	001-100-638	PATCH TIRE: U #52		180247	12/14/2017			25.00
	001-100-638	PATCH TIRE: U #51		180247	12/14/2017			25.00
	001-100-638	TIRE: DISMOUNT, MOUNT, BAL		180247	12/22/2017			20.00
	001-170-639	TIRE, MOUNT: TRAILER		180255	12/21/2017			83.00
	001-100-638	TIRE: U #16004		180333	01/29/2018			143.00
	001-100-638	ROTATE, BAL: U #16004		180333	01/30/2018			50.00
	001-100-638	TIRE DISPOSAL		180247	12/22/2017			3.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180988	02/20/2018	02/02/2017			1,430.17	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	R134A-30 FREON	1978480986	12/29/2017			119.99	
	001-170-639	BATT, CORE CHG: BUCKET TRUCK	1978481337	01/02/2018			159.62	
	001-170-639	BATT: BUCKET TRUCK	1978481338	01/02/2018			141.62	
	001-090-638	BATT: ACO TRUCK	1978481343	01/02/2018			119.39	
	001-170-638	RADIATOR	1978481344	01/02/2018			264.16	
	001-090-638	AD ACTUATOR: FORD RANGER	1978481407	01/03/2018			38.19	
	001-090-638	FILTER, 1QT OIL(4): FORD RANGER	1978481884	01/08/2018			19.35	
	001-161-639	COPPER PLUG (4)	1978481901	01/08/2018			16.76	
	001-161-639	BATT: GENERATOR	1978481926	01/08/2018			97.75	
	001-161-639	BRAKE CLN (12), ETHNL TRMT	1978481929	01/08/2018			33.87	
	001-090-638	FUEL FILTER, LINK KT (2)	1978482069	01/10/2018			44.43	
	001-161-638	QUICK WAX, WAX DRY	1978482168	01/11/2018			17.48	
	001-100-570	DISC PAD SET: U #17530	1978482173	01/11/2018			45.83	
	001-161-638	1GAL CAR WASH	1978482607	01/15/2018			4.99	
	001-100-570	MINI BULB: U #19614	1978482676	01/16/2018			5.40	
	001-161-638	LIQUID WAX (2)	1978482803	01/18/2018			25.98	
	001-170-638	BRAKE ROTOR (2), DIS PAD SET	1978483127	01/22/2018			89.99	
	001-090-638	1QT OIL (12), FILTER: R302	1978483323	01/24/2018			54.17	
	001-090-638	5QT OIL, FILTER	1978483341	01/24/2018			19.99	
	001-100-570	BATT: U #8	1978483419	01/25/2018			145.41	
	001-161-638	1GAL ANTIFREZ (2): E5	1978483425	01/25/2018			37.98	
	001-170-639	CRDT RTN: BATT CORE	1978481339	01/02/2018			-18.00	
	001-170-638	CRDT RTN: RADIATOR	1978481511	01/04/2018			-54.18	
001	TEC	180993	02/20/2018	02/05/2018			135.94	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY LONG DISTANCE	921616	02/01/2018			135.94	
001	DELTA SANITATION OF MS LLC	180994	02/20/2018	02/05/2018			36.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	FRAZIER PORT O LET	0000898142	01/31/2018			36.49	
001	SYS CON INC	180998	02/20/2018	02/05/2018			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-698	FEB 2018 COURT SUPPORT	1-43788	02/01/2018			1,475.00	
001	AUTO TRUCK AND TRAILER PARTS INC	181000	02/20/2018	02/05/2018			962.16	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	BATTERY: U #14400	266092	01/03/2018			105.00	
	001-170-638	CABLE END (10), ANTIFRZ (4)	266102	01/03/2018			56.50	
	001-161-638	ROTELLA (3), CAP: E1	266108	01/03/2018			57.17	
	001-161-639	CABLE (13): FD WEST GENERATOR	266138	01/05/2018			59.28	
	001-170-639	TRI BALL HITCH, LIGHT, CLNR	266245	01/12/2018			48.87	
	001-205-639	AIR STN PART: CITY HALL	266285	01/16/2018			42.31	
	001-100-570	TRANS FLUID (12): U #15808	266299	01/17/2018			52.80	
	001-170-559	WIRE TIES	266395	01/24/2018			12.50	
	001-170-638	STROBE (2)	266425	01/25/2018			85.00	
	001-161-638	BACK UP LIGHT (3): E1	266463	01/29/2018			191.38	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	181000	02/20/2018	02/05/2018			962.16	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BRAKE LIGHT (3): E1		266465	01/29/2018			195.49
	001-161-638	SOCKET (6), BULB (6): E1		266492	01/30/2018			55.86
001	CABLE ONE INC	181006	02/20/2018	02/06/2018			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2018: SR BLDG #120793682		01252018	02/01/2018			84.62
001	CABLE ONE INC	181007	02/20/2018	02/06/2018			130.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2018: #107571481		01252018	02/01/2018			130.07
001	MALLETTE BROTHERS CONSTRUCTION INC	181009	02/20/2018	02/06/2018			1,108.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2.67 RIP RAP TN		19563	01/31/2018			146.85
	001-201-576	11.04 SACTUN A-BASE TN		19563	01/31/2018			331.20
	001-201-576	21.02 RAP TN		19563	01/31/2018			630.60
001	LOWES HOME CENTERS INC	181011	02/20/2018	02/07/2018			595.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	TOILET HANDLE, DOOR STOP		901016	12/11/2017			10.24
	001-092-510	COMET CLEANER (10)		910121	01/03/2018			9.30
	001-170-638	CLEANING SUPPLIES: CROWN VIC		909578	01/04/2018			23.95
	001-205-559	REPR BREAKER: SHOP		901253	01/08/2018			17.49
	001-001-615	SUPPLIES: MARDI GRAS FLOAT		902580	01/08/2018			53.23
	001-170-634	REPR PIPE: CITY PARK		901379	01/09/2018			33.95
	001-170-559	CABLE TIES (2)		909795	01/10/2018			49.36
	001-170-559	EXCHANGE: SLEDGE HAMMER		915956	01/10/2018			.59
	001-170-634	CONDUIT, ADAPTER, ELBOW, COUPLING		901695	01/11/2018			9.57
	001-170-634	REPR PIPE: TUBE INSTALLATION(2)		901875	01/12/2018			11.36
	001-170-559	3M DUCT TAPE		901875	01/12/2018			8.16
	001-170-559	CRDT RTN: EZ PICK UP TOOL		918579	01/22/2018			-17.08
	001-170-559	SIGN, TAPE, EZ PICK UP TOOL(3)		909334	01/22/2018			57.83
	001-161-638	HEX BOLT (8): E1		902778	01/22/2018			3.20
	001-161-559	WP MICROWAVE: CENTRAL STN		915255	01/22/2018			179.55
	001-170-559	EZ PICK UP TOOL		918580	01/22/2018			17.09
	001-170-559	BLANK KEYS(5), WRENCH, VALVE		909554	01/23/2018			41.21
	001-205-559	SCREW, GATE HINGE, SEAT HINGE		901300	01/23/2018			6.48
	001-161-559	CLOROX WIPE, BRUSH, EXT POLE		909567	01/23/2018			34.67
	001-170-559	NYLON ROPE, CABLE TIES		901441	01/24/2018			44.86
001	AIRGAS USA LLC	181021	02/20/2018	02/08/2018			205.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9950934000	01/31/2018			205.17
001	DPS CRIME LAB	181045	02/20/2018	02/12/2018			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90066189	02/01/2018			120.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	181047	02/20/2018	02/12/2018			98.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	PAINTED ROTOR (2)		9739	01/11/2018			98.52
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	181048	02/20/2018	02/12/2018			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JAN 2018 CLUB SUPPORT		01312018	02/05/2018			833.33
001	MS DEPT OF FINANCE & ADMIN	181049	02/20/2018	02/12/2018			22,863.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2018 COURT ASSESSMENTS		01312018	02/01/2018			22,863.96
001	MS DEPT OF PUBLIC SAFETY	181050	02/20/2018	02/12/2018			1,425.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2018 SPECIAL ASSESSMENTS		01312018	02/01/2018			1,425.00
001	C SPIRE WIRELESS	181051	02/20/2018	02/12/2018			1,021.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	01/31/2018			50.29
	001-022-605	HR CELL PHONES		0030759348	01/31/2018			50.29
	001-040-605	ADMIN CELL PHONES		0030759348	01/31/2018			143.77
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	01/31/2018			246.08
	001-090-698	IPAD SERVICE (3)		0030759348	01/31/2018			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	01/31/2018			100.58
	001-161-605	FIRE DEPT CELL PHONES		0030759348	01/31/2018			156.86
	001-170-605	RECREATION CELL PHONES		0030759348	01/31/2018			120.44
	001-205-605	MAINT CELL PHONES		0030759348	01/31/2018			50.29
001	FEDERAL EXPRESS	181053	02/20/2018	02/12/2018			41.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	OVERNIGHT GRANT DOCUMENTS		608063052	02/07/2018			41.53
001	JACKSON COUNTY ADULT DETENTION CENTER	181054	02/20/2018	02/12/2018			8,508.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JAN 2018 ADC CHGS		01312018	02/12/2018			8,505.00
	001-010-696	PHARMACY CHGS		01312018	02/12/2018			3.92
001	FEDERAL EXPRESS	181055	02/20/2018	02/12/2018			54.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	2DAY SHIP: LEGAL DOCUMENTS		608041119	02/07/2018			26.08
	001-092-607	OVERNIGHT: INSURANCE DOCS		608041119	02/07/2018			28.41
001	CREDIT CARD CENTER	181056	02/20/2018	02/12/2018			2,962.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	TITLE: 2001 PATHFINDER		45008735	01/05/2018			12.95
	001-021-682	2018 ICSC DUES: YANCEY, P		1681177	01/12/2018			100.00
	001-021-681	HOTEL-MML CONF: YANCEY, P		242	01/11/2018			327.00
	001-001-681	HOTEL-MML CONF: TORJUSEN, P		227	01/11/2018			327.00
	001-001-681	HOTEL-MML CONF: ANDERSON, R		229	01/11/2018			327.00
	001-001-681	HOTEL-MML CONF: COLLEDGE, A		231	01/11/2018			327.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	181056	02/20/2018	02/12/2018			2,962.91	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	HOTEL-MML CONF: VAUGHAN,C		241	01/11/2018			327.00
	001-001-681	HOTEL-MML CONF: MARTIN,M		244	01/11/2018			327.00
	001-001-681	HOTEL-MML CONF: JACKSON,R		245	01/11/2018			327.00
	001-100-681	HOTEL-SYSTEM TRNG: HANSEN,T		420	01/18/2018			186.00
	001-100-681	HOTEL-SYSTEM TRNG: BAXTER,W		406	01/18/2018			186.00
	001-161-559	SERVICE AWARD: YOCOM,T		D2826895	01/22/2018			188.96
001	MSC 7511	181057	02/20/2018	02/12/2018			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV2313434	02/05/2018			470.88
001	MSC 7511	181058	02/20/2018	02/12/2018			145.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2287999	01/22/2018			145.10
001	CINTAS CORPORATION NO 2	181061	02/20/2018	02/12/2018			336.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		211256877	01/01/2018			68.42
	001-205-535	MAINTENANCE		211259699	01/08/2018			68.42
	001-205-535	MAINTENANCE		211262540	01/15/2018			68.42
	001-205-535	MAINTENANCE		211265349	01/22/2018			68.42
	001-205-535	MAINTENANCE		240512988	01/31/2018			62.92
001	DIRECTV LLC	181064	02/20/2018	02/12/2018			136.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAR)		02132018	02/14/2018			136.93
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	181065	02/20/2018	02/12/2018			205.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC CHG - DISPATCH		3100985790	02/01/2018			205.91
001	A GARNER RUSSELL & ASSOC INC	181066	02/20/2018	02/12/2018			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLAN REVIEW:CRESTVIEW ESTATES		01302018	01/30/2018			1,200.00
001	PITNEY BOWES PURCHASE POWER	181068	02/20/2018	02/12/2018			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER		0434-6213	01/21/2018			1,200.00
001	DEREK C MCCOY	181069	02/20/2018	02/12/2018			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	REIMB FEE: TEST DRONE		01302018	01/30/2018			150.00
001	FUELMAN	181071	02/20/2018	02/12/2018			3,401.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP52517962	02/05/2018			27.80
	001-092-525	UNL FUEL		NP52517962	02/05/2018			80.79
	001-100-525	UNL FUEL		NP52517962	02/05/2018			2,557.45
	001-161-525	UNL & DSL FUEL		NP52517962	02/05/2018			540.92
	001-170-525	UNL FUEL		NP52517962	02/05/2018			96.99
	001-205-525	UNL & DSL FUEL		NP52517962	02/05/2018			97.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	181073	02/20/2018	02/13/2018			2,824.13	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP52551347	02/12/2018				55.20
	001-100-525	UNL FUEL	NP52551347	02/12/2018				2,190.71
	001-161-525	UNL & DSL FUEL	NP52551347	02/12/2018				358.86
	001-170-525	UNL FUEL	NP52551347	02/12/2018				151.01
	001-205-525	UNL FUEL	NP52551347	02/12/2018				68.35
001	CITY OF GAUTIER 7M BOND ACCT	181075	02/20/2018	02/13/2018			2,250.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-900-969	TR BUDGETED BOND COSTS	10182017	02/13/2018				2,250.00
001	AT&T GLOBAL NETWORK SERVS LLC	181079	02/20/2018	02/14/2018			229.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	NCIC EQUIPMENT CHARGES	GD32549	02/01/2018				229.64
001	CABLE ONE INC	181080	02/20/2018	02/14/2018			65.19	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	FEB CABLE BOX PD: #118476316	02012018	02/08/2018				65.19
001	CABLE ONE INC	181081	02/20/2018	02/14/2018			213.05	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	FEB 2018: #107718371	02012018	02/08/2018				213.05
001	MORPHOTRUST USA LLC	181082	02/20/2018	02/14/2018			3,607.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	5500-TPE-ED-M95 ANNUAL MAINT	113090	02/01/2018				2,170.00
	001-100-699	PRT-DUP-M95 ANNUAL MAINT	113090	02/01/2018				342.00
	001-100-699	TP-NOREMOTE ACCESS TO CUSTOMER	113090	02/01/2018				1,095.00
001	CABLE ONE INC	181083	02/20/2018	02/14/2018			98.58	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	FEB 2018 SUB STN: #107718827	02012018	02/08/2018				98.58
001	ALABAMA MEDIA GROUP	181084	02/20/2018	02/14/2018			24.72	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-615	UDO #247-2017: SPECIAL EXCP	0008505037	01/21/2018	180392			24.72
001	TEAM ONE COMMUNICATIONS INC	181085	02/20/2018	02/14/2018			300.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-559	REMOTE SPKR MIC (4):XTS RADIO	9020014211	02/05/2018	180415			300.00
001	ACTION PRINTING CENTER INC	181086	02/20/2018	02/14/2018			157.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-620	BUSINESS CARD(500):MCQUAGGE,M	93560	02/12/2018	180408			52.50
	001-100-620	BUSINESS CARD(500): LANGFIT	93561	02/12/2018	180408			52.50
	001-100-620	BUSINESS CARD(500): HUNTER	93562	02/12/2018	180408			52.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	181087	02/20/2018	02/14/2018			617.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY SS SHIRT (3)	572069	01/29/2018	180278		129.78	
	001-100-535	NAVY PANTS W/BLUE STRIPE (3)	572069	01/29/2018	180278		126.63	
	001-100-535	NAVY LS SHIRT (3)	572069	01/29/2018	180278		138.18	
	001-100-535	MERIDIAN JACKET NAVY	572069	01/29/2018	180278		144.92	
	001-100-535	RAID JACKET	572069	01/29/2018	180278		17.27	
	001-100-535	SEW ON PATCHES (14)	572069	01/29/2018	180278		14.00	
	001-100-570	NAVY BRAID (3)	572069	01/29/2018	180278		12.75	
	001-100-535	LT BLUE BRAID (3)	572069	01/29/2018	180278		12.75	
	001-100-535	ID PANEL	572069	01/29/2018	180278		15.10	
	001-100-535	EMBROID FRONT	572069	01/29/2018	180278		5.00	
	001-100-535	EMBROID BACK	572069	01/29/2018	180278		1.25	
001	MS FIRE ACADEMY	181088	02/20/2018	02/14/2018			640.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FIRE INVESTIGATOR 1033: LATCH	25873	12/07/2017	171091		640.00	
001	PRECISION DELTA CORPORATION	181089	02/20/2018	02/14/2018			658.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	.223 REM 55 GR FMJ 1000 RD (2)	10849	01/19/2018	180230		658.30	
001	MS FIRE INVESTIGATORS ASSN	181090	02/20/2018	02/14/2018			175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	MFIA SPRING SEMINAR: MCCOY,D	4/11-4/13	02/13/2018	180458		175.00	
001	CUSTOM PRODUCTS CORPORATION	181091	02/20/2018	02/14/2018			1,745.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	30X30 STOP SIGN (4)	300161	02/07/2018	180420		183.12	
	001-201-565	18X24 SPEED LIMIT 30 (4)	300161	02/07/2018	180420		93.44	
	001-201-565	ASSRT STREET SIGNS (17)	300161	02/07/2018	180420		473.96	
	001-201-565	U-CHANNEL BRACKET (50)	300161	02/07/2018	180420		232.50	
	001-201-565	CROSS BRACKET (50)	300161	02/07/2018	180420		236.00	
	001-201-565	BOLT CARRIAGE HEAD (300)	300161	02/07/2018	180420		117.00	
	001-201-565	WASHERS NYLON (300)	300161	02/07/2018	180420		33.00	
	001-201-565	NUT/VANDAL RESISTANT (300)	300161	02/07/2018	180420		210.00	
	001-201-565	FREIGHT	300161	02/07/2018	180420		76.71	
	001-201-565	3X72 REFLECTOR RED HIP (4)	300285	02/12/2018	180474		68.44	
	001-201-565	FREIGHT	300285	02/12/2018	180474		21.10	
001	SOUTHERN PIPE & SUPPLY	181092	02/20/2018	02/14/2018			35.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	1X3/4 CAST BRASS URINAL	1555858-00	01/26/2018	180416		5.12	
	001-170-634	VAC BREAKER REPAIR KIT	1555858-00	01/26/2018	180416		4.65	
	001-170-634	URINAL REPR KIT: FRAZIER PARK	1555858-00	01/26/2018	180416		25.79	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	181093	02/20/2018	02/14/2018			30.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	8X10 OFFICER-YEAR PLAQUE	26644	02/05/2018	180457		25.00	
	001-100-699	NAME PLATE: MCQUAGGE, M	26644	02/05/2018			5.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VERNON W DOSTER MD	181094	02/20/2018	02/14/2018			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PRE-EMP DRUG SCREEN: SMITH, P	24211	01/25/2018	180397		45.00	
	001-161-604	PRE-EMP PHYSICAL: SMITH, P	24211	01/25/2018	180397		50.00	
	001-161-604	PFT: SMITH, PATRICK	24211	01/25/2018	180397		45.00	
001	PASCAGOULA TIRE & SERVICE INC	181096	02/20/2018	02/14/2018			1,478.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-638	WHEEL BALANCE WEIGHTS (4)	79248	02/01/2018	180423		12.00	
	001-090-638	WHEEL BALANCE LABOR (4)	79248	02/01/2018	180423		34.00	
	001-090-638	VALVE STEMS (4)	79248	02/01/2018	180423		6.00	
	001-090-638	TIRE DISPOSAL FEE (4)	79248	02/01/2018	180423		12.00	
	001-090-638	SET FS DESTINATION: U #19414	79248	02/01/2018	180423		442.96	
	001-100-638	SET FS FIREHAWK GTZ: U #109	79035	01/18/2018	180376		485.52	
	001-100-638	SET FS FIREHAWK GTZ: U #107	79018	01/18/2018	180376		485.52	
001	THE SUN HERALD	181097	02/20/2018	02/14/2018			134.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID PUBLISH:NAT RESOURCE GRANT	T597431111	02/02/2018	180401		134.34	
001	SECURE NETWORKS LLC	181098	02/20/2018	02/14/2018			2,731.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-704	DELL OPTIPLEX SFF WINDOWS 10	3333	02/06/2018	180432		892.00	
	001-021-704	MS HOME & BUSINESS 2016	3333	02/06/2018	180432		250.00	
	001-021-704	DELL DISPLAY VGA ADAPTER	3333	02/06/2018	180432		28.00	
	001-021-704	SHIPPING: EMILY CUMBEST	3333	02/06/2018	180432		25.00	
	001-090-704	HP 48 PORT GIGABIT (2)	3332	02/06/2018	180421		1,398.00	
	001-090-704	MINI-GBIC GIGABIT-SX-LC SFP(2)	3332	02/06/2018	180421		98.00	
	001-090-704	(1FT) MM DUPLEX FIBER OPTIC	3332	02/06/2018	180421		25.00	
	001-090-704	SHIPPING:PLANNING NET RACKS	3332	02/06/2018	180421		15.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	181099	02/20/2018	02/14/2018			881.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-500	8.5X11 BLUE RM PAPER (2)	3366377104	01/25/2018	180412		26.84	
	001-022-500	ROTARY DESK ORGANIZER	3366377104	01/25/2018	180412		3.53	
	001-100-500	STAPLES BACKUP SLIM 2TB HD	3366481554	01/26/2018	180417		81.19	
	001-100-500	STAPLES COMB BINDING 25/PK (2)	3366481554	01/26/2018	180417		8.98	
	001-100-500	EXECUTIVE COVER OVERSIZE PK	3366481554	01/26/2018	180417		25.06	
	001-100-500	BIND COVER LTR PREPUNCH PK	3366481554	01/26/2018	180417		37.64	
	001-100-500	9X12 BROWN CLASP ENVELOPE BX	3366481554	01/26/2018	180417		14.94	
	001-045-500	LEX CS/X417/517 HY RTN BLK	3366244149	01/24/2018	180400		135.99	
	001-045-500	LEX CS/X317/417/517 RTN YEL	3366244149	01/24/2018	180400		99.99	
	001-040-500	HP 952XL/952 HYBLK/STDCLR 4/PK	3366244149	01/24/2018	180400		105.99	
	001-040-500	UNIBALL VISION PEN DZ	3366244149	01/24/2018	180400		19.73	
	001-040-500	MESH WALL FILE 5 SLOT BLACK	3366244149	01/24/2018	180400		11.09	
	001-040-500	BROTHER TN221BK BLACK TONER	3366244149	01/24/2018	180400		70.95	
	001-040-500	DISC CD-R 52X80MIN 100SP PK	3366244149	01/24/2018	180400		29.99	
	001-040-500	MAXWELL CD/DVD SLEEVES	3366481553	01/26/2018	180400		9.39	
	001-045-500	LEX CS/X317/417/517 RTN CYN	3366377101	01/25/2018	180400		99.99	
	001-045-500	LEX CS/X317/417/517 RTN MAG	3366377103	01/25/2018	180400		99.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BARNEYS POLICE AND HUNTING SUPPLIES	181100	02/20/2018	02/14/2018			373.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PANTS TACLITE PRO, KHAKI	00117479-0	02/08/2018	180266	82.32		
	001-100-535	PANTS TACLITE PRO, TGREEN	00117479-0	02/08/2018	180266	41.16		
	001-100-535	PANTS TACLITE PRO, BTL BROWN	00117479-0	02/08/2018	180266	41.16		
	001-100-535	SHIPPING	00117479-0	02/08/2018	180266	12.00		
	001-100-559	BRASS BUCKLET BELT	00117709-0	02/09/2018	180321	35.76		
	001-100-559	BELT ARC LEATHER SILVER BUCKLE	00117709-0	02/09/2018	180321	40.54		
	001-100-559	GG BELT BRASS BUCKLE 34WBR	00117709-0	02/09/2018	180321	35.76		
	001-100-559	GG BELT BRASS BUCKLE 36WBR	00117709-0	02/09/2018	180321	35.76		
	001-100-559	SF INNER BELT REVERSIBLE	00117709-0	02/09/2018	180321	30.71		
	001-100-559	SHIPPING	00117709-0	02/09/2018	180321	18.00		
001	MARK CARTER	181101	02/20/2018	02/14/2018			1,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	CONCRETE WORK: CULVERT REPRS	180427	02/02/2018	180427	1,000.00		
001	AFFORDABLE PAINT & BODY	181102	02/20/2018	02/14/2018			275.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTALL DECALS: 2017 EXPLORER	425	02/11/2018	180322	275.00		
001	BOY SCOUTS OF AMERICA	181103	02/20/2018	02/14/2018			265.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-682	CHARTERED ORG POST FEE	092616-EXP	01/31/2018	180424	40.00		
	001-100-682	ADULT LEADERS (6)	092616-EXP	01/31/2018		150.00		
	001-100-682	POST PARTICIPANTS (3): YOUTH	092616-EXP	01/31/2018		75.00		
001	AYERS DISTRIBUTING CO	181104	02/20/2018	02/14/2018			834.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-645	CS/1000 TOY FILLED EGGS (6)	6057	02/07/2018	180469	834.00		
001	ULINE INC	181106	02/20/2018	02/14/2018			171.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	BX/50 SURGICAL MASK (16)	94255268	01/24/2018	180410	80.00		
	001-161-559	CS/4 68OZ HAND SANITIZER (5)	94255268	01/24/2018	180410	70.00		
	001-161-559	SHIPPING	94255268	01/24/2018	180410	21.62		
001	COAST CONCRETE CO INC	181109	02/20/2018	02/14/2018			808.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	8YDS 3000 PSI/PEA GRAVEL	138122	02/01/2018	180426	808.00		
001	OCCUPATIONAL HEALTH CENTER INC	181111	02/20/2018	02/14/2018			95.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: TAPPER,T	134682	02/02/2018	180361	65.00		
	001-022-604	PRE-EMP DRUG SCREEN: TAPPER,T	134682	02/02/2018	180361	30.00		
001	PERKINS TIRE & POLARIS	181112	02/20/2018	02/14/2018			238.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	KIT BRAKE PAD ASM 1.5 (2)	20855	02/01/2018	180447	129.98		
	001-170-638	BUSHING-A-ARM-SHORT, BLK (8)	20855	02/01/2018	180447	18.32		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PERKINS TIRE & POLARIS Account Number 001-170-638	181112	02/20/2018	02/14/2018			238.29	(CONTINUED)
		Description		Invoice #	Date	P.O.	Amount	
		MAN-SVC, 2010 RANGER 400		20855	02/01/2018	180447		89.99
001	AUDIOWAVE INC Account Number 001-100-638	181113	02/20/2018	02/14/2018			575.00	
		Description		Invoice #	Date	P.O.	Amount	
		REMOV EQUIP: U# 12414 WRECKED		A48725	02/13/2018	180482		575.00
FUND TOTAL	1 Claims to	Checks	67 Total	88,059.34	Manual	Held	Total	88,059.34

Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	181077	02/20/2018	02/13/2018			1,070.00	
	Account Number		Description		Invoice #	Date	P.O.	Amount
	050-300-763		CONSTRUCTION ADMIN		216-055-10	01/31/2018		670.00
	050-300-763		FISHING PIER CONST ADMIN		216-055-10	01/31/2018		400.00
FUND TOTAL	50 Claims	to	Checks	1 Total	1,070.00	Manual	Held	Total 1,070.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AXON ENTERPRISE INC	181107	02/20/2018	02/14/2018			4,734.85	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	157-100-799		HANDLE YELLOW CLASS 111 (4)	SI1520110	01/26/2018	180407		3,856.20
	157-100-799		PPM BATTERY PACK STANDARD (4)	SI1520110	01/26/2018	180407		233.52
	157-100-799		HOLSTER BLACKHAWK (4)	SI1520110	01/26/2018	180407		228.16
	157-100-799		CARTRIDGE 25' HYBRID (12)	SI1520110	01/26/2018	180407		351.60
	157-100-799		SHIPPING	SI1520110	01/26/2018	180407		65.37
FUND TOTAL 157 Claims	to	Checks	1 Total	4,734.85	Manual	Held	Total	4,734.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	180980	02/20/2018	02/01/2018			101.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	CS HAVOLINE OIL,JD IGN KEY (4)		42379	01/10/2018			101.50
176	STEINER SAW & MOWER	180984	02/20/2018	02/01/2018			123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	SCAG KEYS (10)		649958	01/09/2018			20.00
	176-170-639	RECOIL,POLE SAW CHAIN,STRING		650465	01/18/2018			103.00
176	O'REILLY AUTO PARTS	180989	02/20/2018	02/02/2018			76.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	BATT TERM		1978480966	12/29/2017			6.99
	176-170-559	INFLTR GAUGE		1978481512	01/04/2018			15.99
	176-170-559	BATT CHG		1978482796	01/18/2018			53.99
176	LOWES HOME CENTERS INC	181001	02/20/2018	02/06/2018			107.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	PWR CORD,CONN,LIGHT,BLANK KEY		901094	12/27/2017			55.41
	176-170-586	CAMPSITE REPR: LOT #6		901548	01/10/2018			39.17
	176-170-559	16/CT TOMCAT BAIT		901747	01/11/2018			13.28
176	C SPIRE WIRELESS	181052	02/20/2018	02/12/2018			50.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	01/31/2018			50.29
176	CREDIT CARD CENTER	181062	02/20/2018	02/12/2018			59.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	GREY SHOWER LINER (4)		01112018	01/11/2018			59.76
176	FUELMAN	181072	02/20/2018	02/12/2018			29.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP52517962	02/05/2018			29.49
FUND TOTAL 176 Claims	to	Checks	7 Total	548.87 Manual		Held	Total	548.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	180985	02/20/2018	02/01/2018			174,032.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	FEB 2018 TREATMENT CHGS		130283	02/01/2018			168,061.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		130283	02/01/2018			5,971.00
400	IRBY'S ANSWERING SERVICE	180995	02/20/2018	02/05/2018			495.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	HOLIDAY CHARGES		277-012418	01/24/2018			12.00
	400-650-698	80 CALL OUTS: 12/27-01/23/18		277-012418	01/24/2018			37.60
	400-650-698	685 AGENT MTS: 12/27-01/23/18		277-012418	01/24/2018			194.01
	400-650-698	BASE RATE: 01/24-02/20/18		277-012418	01/24/2018			252.00
400	CLEARWATER SOLUTIONS LLC	180997	02/20/2018	02/05/2018			180,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JAN 2018 OPERATION FEE		GAUTIER062	02/01/2018			180,357.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180999	02/20/2018	02/05/2018			616.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6658662134	02/01/2018			616.58
400	LOWES HOME CENTERS INC	181004	02/20/2018	02/06/2018			1,129.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	SUPPLIES: PW OFFICES		901183	12/11/2017			492.48
	400-651-581	COOPER TUBE,NUT CAP,SLEEVES		909101	12/28/2017			34.23
	400-651-581	SQR HEAD PLUG: HWY 57 WELL		909178	12/28/2017			3.04
	400-651-582	MISSION UNIT SUPPLIES:LIFT STN		910279	01/11/2018			111.03
	400-651-767	SUPPLES: SHEP PARK LIFT STN		909300	01/12/2018			28.92
	400-650-635	REPR PARTS: PW RESTROOMS		901672	01/19/2018			140.77
	400-651-582	GRAY SQUARE STONE:AUTO FLUSHER		920707	01/22/2018			28.08
	400-651-583	REPR SEWER MAIN: G-V ROAD		901251	01/23/2018			244.42
	400-651-582	SUPPLIES: WATER TRMT PLANT		909244	01/02/2018			46.18
400	MALLETTE BROTHERS CONSTRUCTION INC	181008	02/20/2018	02/06/2018			262.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8.74 SACTUN A-BASE TN		19563	01/31/2018			262.20
400	LORI M MIGUES CSR	181012	02/20/2018	02/07/2018			542.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	TRANSCRIPT:FAIRFIELD DEPO 25%		02052018	02/05/2018			542.07
400	MSC 7511	181060	02/20/2018	02/12/2018			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2314683	02/05/2018			166.49
400	CREDIT CARD CENTER	181063	02/20/2018	02/12/2018			199.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	WASTE TONER BOTTLE:LANIER		01222018	01/22/2018			199.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN TANK MAINTENANCE LLC Account Number 400-651-698	181070	02/20/2018	02/12/2018			4,428.00	
		Description		Invoice #	Date	P.O.	Amount	
		MAINTENANCE WATER TANKS (5)		10083	02/01/2018			4,428.00
400	CITY OF GAUTIER Account Number 400-000-104	181074	02/20/2018	02/13/2018			104,378.97	
		Description		Invoice #	Date	P.O.	Amount	
		JAN 2017 GARBAGE PMTS		01312018	01/31/2018			104,378.97
400	MISSION COMMUNICATIONS LLC Account Number 400-651-698	181076	02/20/2018	02/13/2018			5,070.60	
		Description		Invoice #	Date	P.O.	Amount	
		RENEWAL: LARK WELLS 1 & 6		1013536	02/05/2018			563.40
		RENEWAL: WESTGATE WELL 4		1013536	02/05/2018			563.40
		RENEWAL: MALL TANK & WELL 7		1013536	02/05/2018			563.40
		RENEWAL: OFFICE WELL 8		1013536	02/05/2018			563.40
		RENEWAL: HONDURAS WELL 9		1013536	02/05/2018			563.40
		RENEWAL: BEASLEY WELL 10		1013536	02/05/2018			563.40
		RENEWAL: HWY57 TANK & WELL		1013536	02/05/2018			563.40
		RENEWAL: MARTIN BLUFF TANK		1013536	02/05/2018			563.40
		RENEWAL: CENTRAL STN TANK		1013536	02/05/2018			563.40
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-651-581	181095	02/20/2018	02/14/2018			624.00	
		Description		Invoice #	Date	P.O.	Amount	
		8" CUT-IN SLV		3780312000	02/08/2018	180428		355.00
		6" CUT-IN SLV:BEASLEY WTR LINE		3780312000	02/08/2018	180428		269.00
400	ENGEL ELECTRIC LLC Account Number 400-651-583	181105	02/20/2018	02/14/2018			1,278.90	
		Description		Invoice #	Date	P.O.	Amount	
		LABOR:ROUTE POWER TO PUMP		1311	02/12/2018	180429		850.00
		MATERIALS		1311	02/12/2018	180429		428.90
400	MUSCO-GULFPORT 1227 Account Number 400-651-581	181108	02/20/2018	02/14/2018			3,841.38	
		Description		Invoice #	Date	P.O.	Amount	
		1" METER 452 LLB SG BB (12)		0591325	02/08/2018	180328		3,780.00
		FREIGHT		0591325	02/08/2018	180328		61.38
400	COAST CONCRETE CO INC Account Number 400-651-585	181110	02/20/2018	02/14/2018			664.50	
		Description		Invoice #	Date	P.O.	Amount	
		6YDS 3000 PSI: G-V WATER MAIN		138014	01/24/2018	180406		664.50
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-583	181114	02/20/2018	02/14/2018			935.00	
		Description		Invoice #	Date	P.O.	Amount	
		KGSL-2301 GRINDER PUMP		404798	01/30/2018	180430		875.00
		CONTROL FLOAT		404798	01/30/2018	180430		60.00
FUND TOTAL 400 Claims to		Checks	17 Total	479,022.20	Manual	Held	Total	479,022.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	180996	02/20/2018	02/05/2018			79,307.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JAN 2018 RES GARBAGE (6284)		0000892334	01/31/2018			79,932.48
	404-677-693	JAN 2018 FINES (25)		0000892334	01/31/2018			-625.00
404	APPLEWHITE INDUSTRIES INC	181046	02/20/2018	02/12/2018			66.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	JAN 2017 22 @ 3		3269	01/31/2018			66.00
FUND TOTAL	404 Claims	to	Checks	2 Total	79,373.48	Manual	Held	Total 79,373.48

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	67 Total	88,059.34 Manual	Held	Total	88,059.34
FUND 50 Claims	to	Checks	1 Total	1,070.00 Manual	Held	Total	1,070.00
FUND 157 Claims	to	Checks	1 Total	4,734.85 Manual	Held	Total	4,734.85
FUND 176 Claims	to	Checks	7 Total	548.87 Manual	Held	Total	548.87
FUND 400 Claims	to	Checks	17 Total	479,022.20 Manual	Held	Total	479,022.20
FUND 404 Claims	to	Checks	2 Total	79,373.48 Manual	Held	Total	79,373.48
Total for all Funds			Checks	95 Total	652,808.74 Manual	Held	Total 652,808.74

Councilwoman Martin made the motion to approve Consent Agenda Items 1-11, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 036-2018

WHEREAS, all items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 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 George** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

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

RESOLUTION NUMBER 009-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO REMOVE A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2014 Dodge Charger Police Car, VIN#2C3CDXAT4EH172414 (Inventory Control #1073) be removed from inventory and be used for parts until such time as it can be deemed surplus; and

WHEREAS, the Mayor and Members of the Council have determined that, given the condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier;

BE IT, THEREFORE, RESOLVED that the 2014 Dodge Charger Police Car is hereby removed from inventory, removed from insurance coverage and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilwoman Martin**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **20th** day of **February** 2018.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: January 30, 2018
Subject: Resolution authorizing the removal of Police Department Vehicle from inventory, insurance coverage, and authorize vehicle to be used as parts

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2014 Dodge Charger, VIN #2C3CDXAT4EH172414 (Inventory Control #1073) from inventory, remove from insurance coverage, and authorize vehicle to be used as parts until such time as it can be deemed surplus.

BACKGROUND:

The 2014 Dodge Charger was involved in an accident on January 5, 2018 and was totaled as a result. The vehicle was purchased from the insurance company, for a minimal amount, to be used parts. The Police Department has determined that, given the condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that it can be declared surplus.

DISCUSSION:

This vehicle has been declared a total loss by insurance. The city was able to purchase the vehicle back for parts at a minimal amount.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENTS:

1. 2014 Dodge Charger Photos





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

ORDER NUMBER 037-2018

WHEREAS pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

IT IS FURTHER ORDERED that the total cost of the preparation and submission is not expected to exceed \$3,000.00.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cindy Russell, City Clerk
Date: February 8, 2018
Subject: City of Gautier, Retention of Butler Snow LLP for Financial Disclosures

REQUEST:

City Council action is requested to approve retaining Butler Snow LLP for preparing and submitting the City of Gautier's Financial Disclosures.

BACKGROUND:

In the past, the City of Gautier has retained Butler Snow LLP to prepare and submit the Continuing Disclosure Statement in connection with the bonds.

DISCUSSION:

Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule. This year's filing is due on or before March 29, 2018. Total cost is not expected to exceed \$3,000.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends approval to retain Butler Snow, LLP to prepare and submit the City of Gautier's Financial Disclosures.

ATTACHMENT(S):

2017 Continuing Disclosure Submission
Exhibit A – Event Notice



January 26, 2018

VIA E-MAIL AT CRUSSELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Cynthia Russell, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi FY 2017 Continuing Disclosure

Dear Cindy:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2017.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2017 to be filed on or before March 29, 2018.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

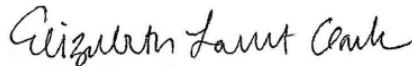
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

40158731.v1

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

ORDER NUMBER 038-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held February 6, 2018 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 George** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

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

ORDER NUMBER 039-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for January 2018 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 George** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

City of Gautier

Business Registry

January 2018

<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
148	2018-12-0005719	Royal Oil Company, #39	\$82.50	Delinquent
161	2018-12-0005720	Grey Walker, Allen Beverages	\$150.00	Delinquent
947	2019-12-0005721	Gretel Monroy	\$45.00	Delinquent
1194	2019-12-0005722	Clearwater Solutions, LLC	\$80.00	Delinquent
1348	Closed	Reliant Services	\$0.00	Closed
90	2018-11-0005723	Arthur James Hunt	\$33.30	Delinquent
251	2019-01-0005724	Amiee Gautier Dugger	\$20.00	Current
140	2019-12-0005725	Dr. Clifford Brewer	\$45.00	Delinquent
1459	2019-01-0005726	Richard Sarnowski	\$20.00	New
233	2019-01-0005727	Pyramid Homes of Gautier, LLC	\$20.00	Current
1037	2019-12-0005728	BML Auto Service	\$20.00	Delinquent
1114	2019-12-0005729	Greenacres	\$20.00	Delinquent
422	2019-12-0005730	Singing River Mini Warehouses	\$20.00	Delinquent
214	2019-01-0005731	Jerry Lee's #4	\$220.00	Current
1401	2019-01-0005732	S&W Spirits	\$45.00	Current
248	2019-01-0005733	The People's Bank	\$20.00	Current
1460	2019-01-0005734	Graced Tax Center	\$20.00	New
1461	2019-01-0005735	B & S Chevron	\$40.00	New
228	2019-01-0005736	Noblitt & Associates Inc	\$20.00	Current
173	2019-12-0005737	Always Money	\$20.00	Delinquent
1462	2019-01-0005738	Empire Tax	\$20.00	New
1350	2019-01-0005739	Jelly Donuts & Kolaches	\$20.00	Current
1122	2019-01-0005740	Duane Purnell	\$20.00	Current
42	2018-10-0005741	Merchants and Marine Bank	\$30.00	Delinquent
132	Closed	Tom Teriffic Lawn Care	\$0.00	Closed
1041	2019-01-0005742	Riverside Auto Sales	\$20.00	Current

159	2018-12-0005743	Mitchell Bros. LLC	\$62.50	Delinquent
1293	Closed	Pallet Exchange Network	\$0.00	Closed
135	2018-12-0005744	Advance Auto Parts #1403	\$92.50	Delinquent
236	2019-01-0005745	Roughwater Marine	\$75.00	Current
1290	2019-01-0005746	T's Kitchen	\$20.00	Current
1298	Closed	Micah Nelson Photography	\$0.00	Closed
1463	2019-01-0005747	Kim's Embroidery & Monogramming	\$20.00	New
1343	Closed	Mattresses of Mississippi	\$0.00	Closed
1117	2019-01-0005748	Grandma Lulee's Catering/ Dust Buster	\$20.00	Current
1395	2019-12-0005749	4 Paws Doggie Day Spa	\$20.00	Delinquent
379	2018-05-0005750	Bunny Bread (Warehouse)	\$23.40	Delinquent
1403	2019-01-0005751	America's Tax Office Pros	\$20.00	Current
1196	2019-01-0005752	Wendy's #266	\$30.00	Current
1204	Closed	Lead Staffing	\$0.00	Closed
1324	2018-06-0005753	Quadmed LLC	\$114.26	Delinquent
186	2019-01-0005754	Southeastern Computer Consul. Inc.	\$20.00	Current
1408	2019-02-0005755	Sky Cleaners & Alterations	\$20.00	Current
188	2019-01-0005756	B's Elegance	\$20.00	Current
1405	Closed	Pelican Harbor Management Solution	\$0.00	Closed
895	2019-01-0005757	Danny Beauchamp	\$20.00	Current
816	2019-01-0005758	Bond Contracting	\$20.00	Current

Total: \$1,648.46

Current	19
New Business	5
Slot Amusement	0
Due Refund	0
Transient Vendor	0
Closed Business	7
Delinquent Renewals Issued	16

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

ORDER NUMBER 040-2018

WHEREAS, the Gautier Police Department currently have several patrol vehicles in service that have high mileage and are becoming a safety concern; and

WHEREAS, the four (4) 2018 Dodge Chargers will be issued to the Patrol Division replacing older front line vehicles. The two (2) 2018 Ford Interceptors will be issued to the Criminal Investigations Division replacing the older vehicles;

WHEREAS, the purchase of these vehicles will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors is hereby authorized; and

IT IS FURTHER ORDERED that placement of these vehicles on City insurance and inventory is hereby authorized; and

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: 02/12/2018
Subject: Authorization to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors

REQUEST:

City Council authorization is requested for the Police Department to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptor police vehicles.

BACKGROUND:

The Police Department currently have several patrol vehicles in service that have high mileage and are becoming a safety concern. The four(4) Dodge Chargers will be issued into the Patrol Division replacing older front line patrol vehicles. The two (2) Ford Interceptors will be issued to the Criminal Investigations Division replacing two of there older vehicles.

DISCUSSION:

The purchase of these vehicles will come from the Department of Justice/ Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

RECOMMENDATION:

The Gautier Police Department request the city council to approve the purchase of these vehicles and place them on City insurance and inventory.

ATTACHMENTS:

None

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

ORDER NUMBER 041-2018

WHEREAS, the City of Gautier hosts an annual Easter Egg Hunt at Shepard State Park; and

WHEREAS, Jason Pilger Hyundai has historically been the major sponsor for this event and has offered to donate \$800.00 to the City for the support of the 7th Annual Easter Egg Hunt; and

WHEREAS, the Mayor and City Council Members find that this donation is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation in the amount of \$800.00 by Jason Pilger Hyundai to support the 7th Annual Easter Egg Hunt at Shepard State Park is hereby accepted and authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/13/2018
Subject: Authorization to accept a donation in the amount of \$800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a monetary donation from Jason Pilger Hyundai in the amount of \$800 for the City of Gautier's 7th Annual Easter Egg Hunt to be held March 17, 2018 at 5:00 p.m. at Shepard State Park.

BACKGROUND:

The City of Gautier hosts its annual Easter Egg Hunt at Shepard State Park. Historically, Jason Pilger Hyundai is our major sponsor for this event. This year, the Recreation Department will host a free outdoor movie night in conjunction with the Easter Egg Hunt. The festivities will include free pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!

DISCUSSION:

The Easter Egg Hunt will take place at 5:00 p.m. on March 17th and will be followed by a free outdoor movie. The donation by Jason Pilger Hyundai is in the best interest of the City of Gautier.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the donation in the amount of \$800.00 by Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.

The City Council may:

1. Approve the monetary donation; or
2. Not approve the monetary donation.

ATTACHMENTS:

1. Consent Agenda Item 6 - Jason Pilger Hyundai Easter Egg Hunt Donation
2. Jason Pilger Donation

JASON PILGER HYUNDAI

613 DE LA POINTE DRIVE
GAUTIER, MS 39553
(228) 522-3413

WELLS FARGO
61-375/622

035651

CHECK 035651

PAY Eight Hundred & NO/100 Dollars

TO THE
ORDER OF

DATE

02/12/2018

AMOUNT

\$*****800.00

CITY OF GAUTIER

GAUTIER, MS

JASON PILGER HYUNDAI
VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE



JASON PILGER HYUNDAI 613 DE LA POINTE DR. • GAUTIER, MS 39553

7480 CITY OF GAUTIER, GAUTIER, MS
2018 EASTER EGG HUNT

49A	344.00	49B
49D	80.00	49F

CHECK

035651

02/12/2018 008278 035651 800.00

336.00

40.00

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

RESOLUTION NUMBER 010-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO REMOVE A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2009 Dodge Charger Police Car, VIN#2B3KA43T39H561760 (Inventory Control #1102) be removed from inventory and be used for parts until such time as it can be deemed surplus;

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the 2009 Dodge Charger Police Car is hereby removed from inventory, removed from insurance coverage and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilwoman Martin**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **20th** day of **February** 2018.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: 02/13/2018
Subject: Resolution removing a Police Department vehicle from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus

REQUEST:

City Council approval is requested by the Gautier Police Department to remove a 2009 Dodge Charger, VIN 2B3KA43T39H561760 (inventory control number 1102) from inventory and insurance and authorize the vehicle to be used as parts until such time as it can be deemed surplus.

BACKGROUND:

This vehicle is a 2009 Dodge Charger that was issued to one of our K9 handlers. This K9 handler was recently issued a new vehicle for his specialized position.

DISCUSSION:

This vehicle was used as a K9 unit primarily assigned to Interstate 10. The vehicle would require a new engine which the police department staff and mechanics feel would not be cost effective.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENT:

None

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

ORDER NUMBER 042-2018

WHEREAS, the Martin Bluff Widening Project requires payment of business landlord reestablishment expenses to Warren A. Powell; and

WHEREAS, the Mayor and Members of the City Council find that the payment of business landlord reestablishment expenses are in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the payment of business landlord reestablishment expenses totaling \$25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000 is hereby authorized and approved for payment.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/13/2018
Subject: Approval and authorization to pay business landlord reestablishment expenses totaling \$25,000 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize payment for business landlord reestablishment expenses totaling \$25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

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

DISCUSSION:

This cost includes business landlord reestablishment expenses totaling \$25,000 (\$18,000 for completed modifications and \$7,000 for a completed replacement site). Mr. Powell is a displaced business landlord who is making modifications to a replacement site. He is requesting the regulatory limit of \$25,000 for reestablishment expenses. This will complete relocation payments he is eligible to receive.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for business landlord reestablishment expenses totaling \$25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project.

The City Council may:

- 1) Approve business landlord reestablishment expenses totaling \$25,000.00 for the Martin Bluff Road Widening Project; or
- 2) Not approve business landlord reestablishment expenses totaling \$25,000.00 for the Martin Bluff Road Widening Project.

ATTACHMENTS:

1. Right of Way Invoice

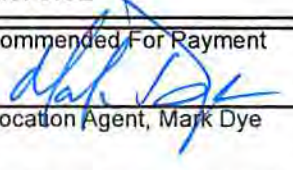
Date January 16, 2018**INVOICE - RIGHT OF WAY**

P.O. Number 941/

State _____		Acquired By:		Nature of Title	
Vendor No. <u>V99941ROWY0</u>	Customer Acct. No. _____	Agreement _____	Fee Simple _____		
Payee <u>Warren A. Powell</u>		Settlement _____	Perm. Ease _____		
		Condemnation _____	Temp. Ease _____		
		Special _____	D.E. _____		
		Circuit _____	84-01 RELOCATION		
		Supreme _____			
Mortgagee <u>N/A</u>		TIN NO. <u>427-33-3049</u>			
Address <u>P.O. Box 5336</u>					
<u>Moss Point, MS 39563</u>					

Project No. <u>STP 9194-00-(001)</u>	County <u>Jackson</u>	30-1
<u>LPA/105069-801000</u>		File No. <u>Warren A. Powell</u>

Description	Amount
BUSINESS LANDLORD Reestablishment Expenses (First Payment - Completed Modifications) IRS W-9 FORM SIGNED 04/06/16 HOLD CHECK FOR RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT	\$ 18,000.00
TOTAL INVOICE	\$ 18,000.00

Recommended For Payment  Relocation Agent, Mark Dye	Approved _____ City of Gautier, Mississippi	Paid By Warrant No. _____
Relocation Reviewer, Bruce Fogg	By _____ Signature and Title	Req. No. _____
		Date _____

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

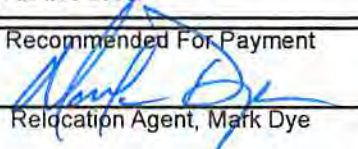
Date January 16, 2018**INVOICE - RIGHT OF WAY**

P.O. Number 941/

State _____		Acquired By:		Nature of Title	
Vendor No. <u>V99941ROWY0</u>	Customer Acct. No. _____	Agreement _____	Fee Simple _____		
Payee <u>Warren A. Powell</u>		Settlement _____	Perm. Ease _____		
		Condemnation _____	Temp. Ease _____		
		Special _____	D.E. _____		
		Circuit _____			
		Supreme _____			
Mortgagee <u>N/A</u>		84-01 RELOCATION			
Address <u>P.O. Box 5336</u>		TIN NO. <u>427-33-3049</u>			
<u>Moss Point, MS 39563</u>					

Project No. <u>STP 9194-00-(001)</u>	County <u>Jackson</u>	30-1
<u>LPA/105069-801000</u>		File No. <u>Warren A. Powell</u>

Description	Amount
BUSINESS LANDLORD Reestablishment Expenses (Second Payment - Completed Replacement Site) IRS W-9 FORM SIGNED 04/06/16 HOLD CHECK FOR RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT	\$ 7,000.00
TOTAL INVOICE	\$ 7,000.00

Recommended For Payment  Relocation Agent, Mark Dye	Approved _____ City of Gautier, Mississippi	Paid By Warrant No. _____
Relocation Reviewer, Bruce Fogg	By _____ Signature and Title	Req. No. _____
		Date _____

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

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

ORDER NUMBER 043-2018

WHEREAS, all members of the Gautier Historic Preservation Commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of Dr. Paul Ceasar to the Gautier Historic Preservation Commission 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 George** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/13/2018
Subject: Approval of Gautier Historic Preservation Commission Appointment

REQUEST:

The Grants and Projects Department requests City Council approval of Dr. Paul Ceasar for appointment to the Gautier Historic Preservation Commission.

BACKGROUND:

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 9 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

Upon the death of Historic Preservation Commissioner Raymond Brown in December 2017, a vacancy was left on the Gautier Historic Preservation Commission. The HPC chairman and other commissioners have completed a search and are recommending the appointment of Dr. Paul Ceasar. If appointed by the City Council, Dr. Ceasar would serve the remainder of Mr. Brown's term, which will expire Jan. 5, 2019.

RECOMMENDATION:

The Grants and Projects Department recommends City Council approval of Dr. Paul Ceasar for appointment to the Gautier Historic Preservation Commission based on the qualifications and experience outlined on his candidate profile form.

City Council may:

- 1) Approve the appointment of Dr. Paul Ceasar to the Historic Preservation Commission as presented; or
- 2) Not approve the appointment of Dr. Paul Ceasar to the Historic Preservation Commission as presented.

ATTACHMENTS:

1. Candidate Profile Form



CITY OF GAUTIER



BOARD AND COMMISSION CANDIDATE PROFILE FORM

Contact Information

Name	Dr Paul Caesar
Street Address	1433 Aubin Blvd
City, St., Zip code	Gautier, 39553
Home Phone	228-497-9031
Work Phone	228 471-5393
E-Mail Address	plcsar 3@bellsouth.net
Place of Employment	Providence Bapt. Church

Background Information

Position Applying for : *Historic Preservation Commission*

Reason for interest in position: *I like to help preserve the historical value of our community.*

Prior involvement with the City: *Lead prayer at many City events youth football, softball and the splash pad at City Park.*

Commissions / Board and Committees

Please mark a (x) next to the following commissions, committees or board that you wish to participate in. You will be notified which commission, committee or board that you've been chosen to serve on.

- | | |
|--|--|
| ☐ Recreation Advisory Committee | ☒ Historic Preservation Commission |
| ☐ Technical Review Committee | ☐ Municipal Election Commission |
| ☐ Waterfront Development Advisory Committee | ☐ Library Board |
| ☐ Planning Commission | |
| ☐ Senior Center Steering Committee | |

Previous Volunteer Experience

Summarize your previous volunteer experience.

Bacot Park I help paint and restore ~~the~~ facility, so that we could have events at the park. I was also apart of putting up the new wooden fence at the park. We started Church Softball league and bacot park as well along with pastor Felix Jackson.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) <i>Paul Caesar</i>	
Signature <i>Paul Caesar</i>	
Date <i>1-25-18</i>	

Our Policy

It is the policy of the City of Gautier to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Applications can be dropped off at City Hall or emailed to crussell@gautier-ms.gov
Thank you for your interest in volunteering with the City of Gautier.

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

RESOLUTION NUMBER 011-2018

**RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING
MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO
PERFORMANCE OF HIS OFFICIAL DUTIES**

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars (\$100.00) per month; and

WHEREAS, in the month of January Mayor Phil Torjusen travelled to Jackson, MS for the purpose of the 2018 MML Mid-Winter Legislative Conference in performance of his official duties as a council member; and

WHEREAS, the personal vehicle of the council member was used for the above travel;

WHEREAS, the distance of travel was 358 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars (\$100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member's official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of \$100 is hereby approved.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

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

RESOLUTION NUMBER 012-2018

**RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING
MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO
PERFORMANCE OF HIS OFFICIAL DUTIES**

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars (\$100.00) per month; and

WHEREAS, in the month of February Mayor Phil Torjusen travelled to Jackson, MS for the purpose of meeting with the legislators and meetings along the Gulf Coast in performance of his official duties as a council member; and

WHEREAS, the personal vehicle of the council member was used for the above travel;

WHEREAS, the distance of travel was 475 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars (\$100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member's official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of \$100 is hereby approved.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

Councilwoman Martin made the motion to adjourn the meeting until March 6, 2018 at 6:30 P.M.
Councilman Jackson seconded the motion and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of March 6, 2018.