

Business Item #3 Request approval Budget Amendments

Motion died without support.

Motion was made by Mayor Fortenberry, seconded by Councilman Macfarland and unanimously carried to authorize City Manager to request an Internal Audit for funds with Lloyd Marshall.

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

ORDER NUMBER 174-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Engineering Service Agreement with Seymour Engineering for a lump sum of \$45,000.00 for the surveying, design, and construction observation services related to the Old Shell Landing Sewer CIAP Project, contingent upon procurement approval by the U.S. Fish and Wildlife Services, be approved

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

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

**AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge**

NAYS: None

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Dennis Reeves, Director of Public Works
Through:
Date: July 10, 2012
Subject: Old Shell Landing Sewer CIAP Project
Engineering Service Agreement
Seymour Engineering

REQUEST:

This item consists of a request to the City Council to approve an Engineering Service Agreement with Seymour Engineering for a Lump Sum amount of \$45,000.00 for the Surveying, Design and Construction Observation Services related to the Old Shell Landing Sewer CIAP Project, contingent upon procurement approval by the U. S. Fish and Wildlife Service.

BACKGROUND:

The City of Gautier was provided an opportunity to provide financial assistance to the citizens living in the immediate vicinity of Graveline Bayou as related to hooking the residents up to the municipal sewer collection system and abandoning the existing septic systems in the area. This opportunity came from Jackson County by the means of being a sub-grantee to an ongoing Coastal Impact Assistance Program that the County already had underway.

DISCUSSION:

The project consists of installing individual grinder station at each occupied residential lot existing at the time the City ran a sewer force main down Old Shell Landing Road. This includes reimbursement of eligible expenses for the residents who have already tied to the municipal sewer system by their own means.

The estimated project cost is approximately \$515,000. This is a 100% CIAP.

RECOMMENDATION:

It is recommended that the City Council approve the subject Engineering Service Agreement with Seymour Engineering.

ATTACHMENT(S):

Standard Form of Agreement Between Owner and Engineer for Professional Services.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/ F12AF00434

May 18, 2012

Mrs. Michele Coats
Jackson County CIAP Coordinator
Jackson County, MS
P.O. Box 998
Pascagoula, MS 39568

Subject: **Notice of Financial Assistance Award** – MS.30.713 Ocean Beach Estates and Shell Landing Wastewater Collection Systems

Dear Mrs. Coats:

This letter constitutes U.S. Fish and Wildlife Service (USFWS) approval of your grant F12AF00434, MS.30.713 Ocean Beach Estates and Shell Landing Wastewater Collection Systems, in the amount of \$1,551,610.76. The grant was originally submitted to the Bureau of Ocean Energy Management, Regulation and Enforcement on August 18, 2011. This Coastal Impact Assistance Grant will be used by Jackson County, Mississippi to re-route sewage from failing septic tanks to an enclosed and already operating local sewer system. The project is consistent with Authorized Use #2, mitigation of damage to fish, wildlife, or natural resources, because it will assist Jackson County Utility Authority and the City of Gautier in mitigating impacts to water quality and wetlands habitat in Graveline Bayou and the Mississippi Sound by discontinuing use of septic tanks for at least 300 homes in Ocean Beach Estates and approximately 60 homes in the Shell Landing Area. This grant is effective October 1, 2011 through September 30, 2013.

This grant has been approved through Catalog of Federal Domestic Assistance (CFDA) number 15.668, the Coastal Impact Assistance Program (CIAP). This grant is administered through the Wildlife and Sport Fish Restoration Program, CIAP Branch. Details of the approved award are as follows:

Terms of Acceptance:

Acceptance of a Federal award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and to comply with the terms and conditions of the award per (<http://www.doi.gov/pam/TermsandConditions.html>). Acceptance is defined as starting work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation, regulation, and provisions.
- Code of Federal Regulations (CFR) Requirements, including but not limited to:
 - 2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System
 - 2 CFR Part 170, Reporting Sub awards and Executive Compensation
 - 2 CFR Part 1400, Government-wide Debarment and Suspension (Nonprocurement)
 - 2 CFR Part 175, Trafficking Victims Protection Act of 2000
 - 43 CFR 12(A), Administrative and Audit Requirements and Cost Principles for Assistance Programs
 - 43 CFR 43, Government-wide Requirements for a Drug-Free Workplace
 - 43 CFR 18, New Restrictions on Lobbying
 - 305 DM 3, Integrity of Scientific and Scholarly Activities
- Assurances-Non-Construction Programs (SF-424B) and/or Assurances-Construction Programs (SF-424D), as applicable
- State and local laws and regulations.

This grant is not subject to the requirements of 43 CFR 12.70(c)(1)(ii). Grant funds may be transferred between projects/activities/budget categories without prior approval from this agency.

Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA). Additional information can be found at <http://www.doi.gov/pam/financialassistance/award/index.html>.

Payment Requests:

Payments are processed through the U.S Department of the Treasury's Automated Standard Application for Payments (ASAP). For information on ASAP, visit the Service's website at: http://www.fws.gov/fbms/asap_index.html. If you have any questions about the reimbursement process and payments, please direct them to: asapenrollment@fws.gov.

Reporting Requirements:

Grantee must comply with the Interim Guidance for Financial Status and Performance reporting dated May 15, 2009, found at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>. Financial and performance reports are required under this award, as follows:

Report	Report Period	Report Due Date
Interim financial and performance reports	10/01/2011 – 09/30/2012	12/29/2012
Final financial & performance reports	10/01/2011 – 09/30/2013	12/29/2013

Financial Reports: Annual interim SF-425, Federal Financial Reports are required. A final SF-425, Federal Financial Report is required within 90 calendar days of the end date of the grant. This form is on the web at: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/sf425FFR.pdf>.

Performance Reports: An annual interim and a final performance report are required under this award. For guidance on financial and performance reporting requirements please refer to: <http://wsfrprograms.fws.gov/subpages/toolkitfiles/intgdrpt.pdf>. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the grant as detailed in the approved scope of work; 2) a description of any significant deviations, including why established goals, objectives, and deadlines were not met, if appropriate; and 3) any other pertinent information relevant to the grant.

Grant Conditions:

SHPO: Funding for any landscape altering activities is subject to submission of a State Historic Preservation Office review, including any pertinent tribal/native consultation, and National Historic Preservation Act compliance.

Pre-agreement Costs: The U.S. Fish and Wildlife Service approves the pre-agreement costs of \$179,839.17 as specified in the grant documents.

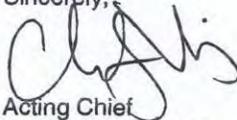
Useful Life: The U.S. Fish and Wildlife Service concurs in the useful life of approximately 5-10 years for grinder pumps, approximately 20 years for pump stations, and approximately 50+ years for PVC pipes from the end of construction that the State proposed for each capital improvement constructed or rehabilitated under this grant.

If you have questions on this award, specified conditions or reporting requirements, please contact the CIAP Grants Management Specialist Identified below.

The CIAP Grants Management Specialist for this award is:	The Point of Contact for this award is:
Jessica Campo Coastal Impact Assistance Program U.S. Fish and Wildlife Service Department of the Interior 4401 N. Fairfax Drive, WSFR 4020 Arlington, VA 22203 Phone: 703-358-2550 Fax: 703-258-3549 Jessica_Campo@fws.gov	Michele Coats Jackson County CIAP Coordinator PO Box 998 Pascagoula, MS 39568 Phone: 228-769-3919 Fax: 228-769-3312 michele_coats@co.jackson.ms.us

Please submit correspondence, amendment requests, financial and performance reports and general inquiries to **FW9_WSFR_CIAF@fws.gov**. We appreciate this opportunity to work with you as the implementation of this approved State CIAP Plan project continues.

Sincerely,



Acting Chief
 Branch of Coastal Impact Assistance

Cc:
 Kristin Smith, USFWS

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2012, between City of Gautier, (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct sewer services along Old Shell Landing Road, (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.

1.2. Preliminary Design Phase.

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

1.2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.2.2 Advise OWNER if additional data or services of the types described in paragraph 3.4. are necessary and assist OWNER in obtaining such data and services.

1.2.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.2.4 Furnish the above Preliminary Design documents and present and review them in person with OWNER.

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 Contract 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.

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 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 as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, (2002 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified.

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 (bi-weekly):

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' 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 Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The purpose of Engineer's visits to 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 Contract Documents and that the integrity of the design concept as reflected in the Contract 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 Contract 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 Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.5.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith 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 (as that term is defined in the aforesaid Standard General Conditions), 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 Contract 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), but subject to the provision of paragraph 2.2.2.

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 Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.5.8 *Disputes between OWNER and Contractor.* Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. 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, 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 contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 1.5.9.2.

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)'