

Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Lisa M. Hancock  
Deputy Executive Director/  
Administration



Melinda L. McGrath  
Executive Director

Tom King  
Southern District Commissioner

Kelly R. Castleberry  
District 6 Engineer

Albert L. White  
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499-B Highway 49, Saucier, MS 39574-9740  
January 28, 2014

Ms. Samantha Abell  
City Manager, City of Gautier  
3330 Highway 90  
Gautier, MS 39553

RE: Amendment to Memorandum of Understanding, MOU, for TE Project  
Streetscape Improvements

Dear Ms. Abell,

Attached are the duplicate copies of the amendment to the Memorandum of Understanding, MOU, for the above referenced project for your review and processing. The amendment updates the funding deadline in accordance with the attached letter. Please execute the MOU amendment in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation  
Attn: David Seyfarth  
16499-B Highway 49  
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Layla Essary, telephone number 601-466-1881.

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS  
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Charles R. Carr  
Director  
Office of Intermodal Planning



Melinda L. McGrath  
Executive Director

Lisa M. Hancock  
Deputy Executive Director/  
Administration

Willie Huff  
Director  
Office of Enforcement

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

January 15, 2014

Mayor Gordon Gollott  
City of Gautier  
3330 U.S. Hwy 90  
Gautier, MS 39553

Subject: STP-0494-00(008)LPA/106378-701000 - Transportation Enhancement

Dear Mayor Gollott,

I am writing to inform you that Commissioner Tom King has allowed a final extension to the subject project. The new obligation deadline for the project will be **June 30, 2014**. To meet the obligation deadline, the project will have to be granted Ad Authority as described in the LPA Project Development Manual by the above deadline.

Should the new deadline not be met, the money will be rescinded. Please continue the development of your project in coordination with the District LPA Coordinator. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jeffrey C. Altman, P.E.  
State Engineer for Local Public Agencies

Cc: Commissioner Tom King - Southern District  
James Williams - Asst. Chief Engineer, Operations  
David Seyfarth - District 6 LPA Coordinator  
LPA Division Project File

RECEIVED  
JAN 21 2014  
GULF COAST REGIONAL OFFICE  
GULFPORT



**Amendment No. 1 to**  
**Memorandum of Understanding**

**STP-0494-00(008)LPA/106378-701000**  
**Streetscape Improvements**  
**Gautier, MS**

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **City of Gautier**, *Local Public Agency*, "LPA" (hereinafter referred to as the "LPA"), effective as of the date of the last execution below for purposes of amending the original Memorandum of Understanding between the parties which bears an effective date of September 26, 2012.

**WHEREAS**, the COMMISSION and the LPA entered into an agreement whereby the LPA was to make improvements including, but not limited to, landscaping, signs, and banners along multiple routes; (hereinafter referred to as the "PROJECT"); and

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually agree to amend the earlier Memorandum of Understanding between said parties as follows, to wit:

The language contained on page 1, 3<sup>rd</sup> Paragraph (2<sup>nd</sup> "WHEREAS") are deleted in entirety and replaced with the following language:

**WHEREAS**, it is anticipated that approximately **\$ 420,000.00** in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if the construction contract is not awarded and fully executed on or before **June 30, 2014**. The above funds are subject to normal reductions and obligational limitations; and

The remainder of the original Memorandum of Understanding shall remain in full force and effect as to all other terms except those amended above.

**(Remainder of Page Intentionally Blank)**

**ARTICLE VII. AUTHORITY TO CONTRACT**

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Gautier**

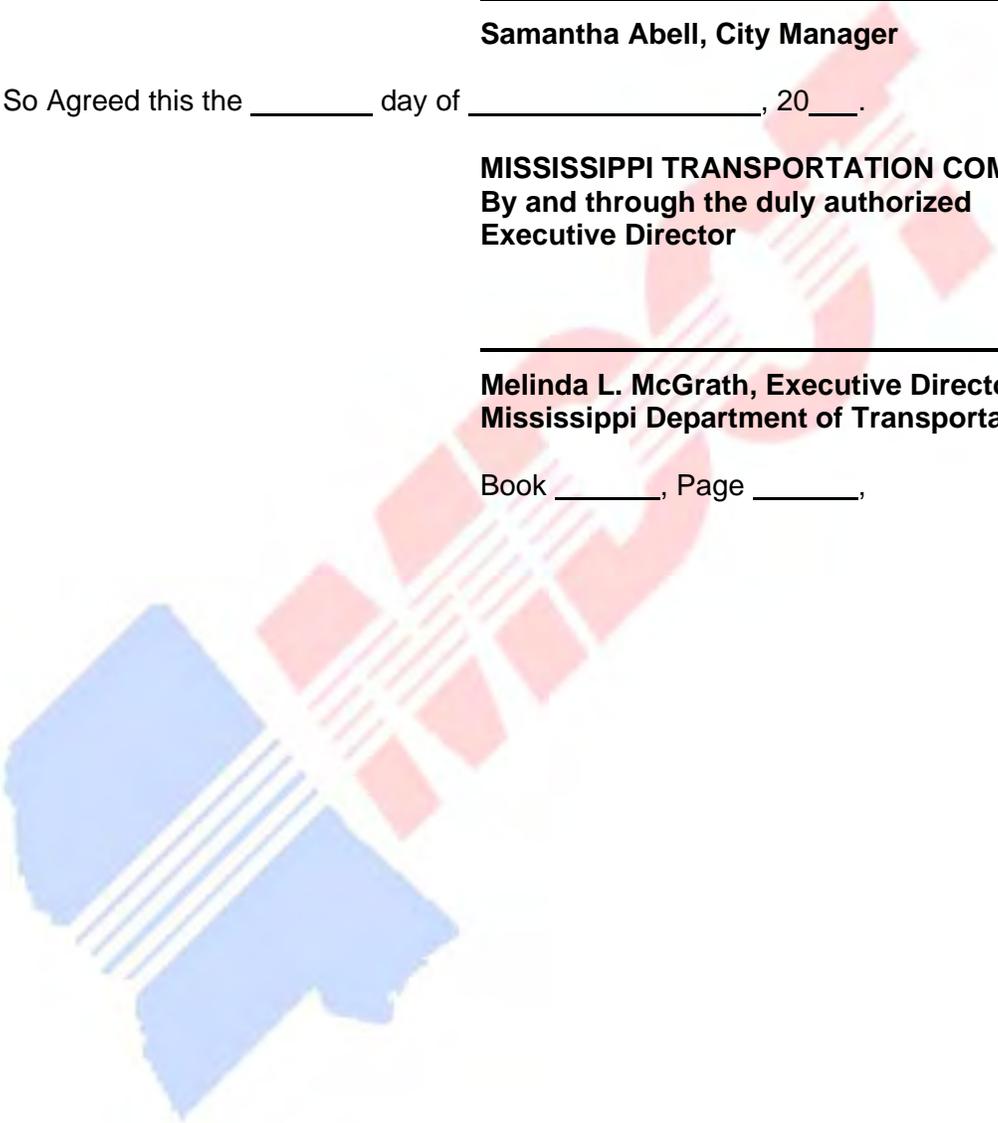
\_\_\_\_\_  
**Samantha Abell, City Manager**

So Agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MISSISSIPPI TRANSPORTATION COMMISSION**  
**By and through the duly authorized**  
**Executive Director**

\_\_\_\_\_  
**Melinda L. McGrath, Executive Director**  
**Mississippi Department of Transportation**

Book \_\_\_\_\_, Page \_\_\_\_\_,



Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Charles R. Carr  
Director  
Office of Intermodal Planning



Jackie Duckworth  
Deputy Executive Director/  
Administration

Willie Huff  
Director  
Office of Enforcement

Melinda L. McGrath  
Executive Director

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*P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com*

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16499-B Highway 49, N. Trailer, Saucier, MS 39574  
October 8, 2012

Ms. Samantha Abell, City Manager  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Re: STP-0494-00(008) LPA 106378/701000 City of Gautier/Jackson Co.  
Streetscape Improvements

Dear Ms. Abell:

Attached you will find one original approved executed MOU on the above referenced project for your files.

Sincerely,

A handwritten signature in black ink that reads "David Seyfarth". The signature is written in a cursive, flowing style.

David H. Seyfarth, PE, PS  
Special Projects Engineer

Cc: 16-10  
Dennis Reeves, PE Director of Public Works-City of Gautier

DHS/an

## **Memorandum of Understanding**

**STP-0494-00(008)LPA/106378-701000  
Streetscape Improvements  
Gautler, MS**

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **City of Gautier**, *Local Public Agency*, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

**WHEREAS**, the LPA has announced its intentions to make improvements including, but not limited to, landscaping, signs, and banners along multiple routes; (hereinafter referred to as the "PROJECT"); and

**WHEREAS**, it is anticipated that approximately **\$ 420,000.00** in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if the construction contract is not awarded and fully executed on or before **December 31, 2013**. The above funds are subject to normal reductions and obligational limitations; and

**WHEREAS**, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

**WHEREAS**, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the, COMMISSION a maximum of **\$ N/A** for preliminary engineering and construction of the PROJECT approved, and **\$ N/A** for non-infrastructure activities is approved, for a total of **\$ N/A** in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

**WHEREAS**, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

**WHEREAS**, the MDOT requires the LPA to provide the local state share previously stated; and

**WHEREAS**, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

**WHEREAS**, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

#### **ARTICLE I. DUTIES AND RESPONSIBILITIES**

**A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:**

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to

fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

**B. THE COMMISSION WILL:**

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

#### **ARTICLE II. GENERAL PROVISIONS**

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.