

**Tuesday  
November 4, 2014  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Council of the City of Gautier, Mississippi was held November 4, 2014 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

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

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
November 4, 2014 @ 6:30 PM**

**I. Call to Order**

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

**II. Agenda Order Approval**

**III. Announcements**

- 1. Office closed Tuesday, November 11, 2014 in observance of Armistice Day (Veterans' Day).**
- 2. Veterans Day Laying of the Wreath Ceremony Tuesday, November 11th, 11:00 A.M. at the Veterans Tribute Tower.**

**IV. Presentation Agenda**

**V. Public Agenda**

- 1. Agenda Comments**

**VI. Business Agenda**

- 1. Order authorizing the Preliminary Engineering Services Contract for the College Park Elementary Safe Routes to School Project.  
SRSP-0494-00(010)LPA/106702-401000**
- 2. Order approving Goodwyn, Mills & Cawood, Inc. as the environmental consulting firm for the City of Gautier's Brownfields Assessment Project funded by a grant from the US Environmental Protection Agency (EPA).**
- 3. Order approving Docket of Claims.**

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

1. Order approving the renewal of a Maintenance Plan Agreement with Foster's Heating & Air, Inc. for the ESA Renewal of two (2) systems in the amount of \$325.00.
2. Order approving the minutes from Recessed Council Meeting held October 21, 2014.
3. Order ratifying the Memorandum of Agreement for the Martin Bluff Road Bridge Project with the Board of Supervisors of Jackson County.
4. Order approving a request to waive a \$200.00 fee to rent the City's digital portable sign for the 2<sup>nd</sup> Annual Sean M. Cooley Citizen Soldier Nursing Scholarship 5K Fun Run/ Walk, 5K Fitness Run & 1K Kids Fun Run.

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
November 4, 2014**

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

**Recess until November 18, 2014 at 6:30 PM**

[www.gautier-ms.gov](http://www.gautier-ms.gov)

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**Councilman Colledge** made the motion to remove item #4 from the Consent Agenda.  
**Councilwoman Martin** seconded the motion and the vote unanimously carried.

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**ANNOUNCEMENTS**

1. Office closed Tuesday, November 11, 2014 in observance of Armistice Day (Veterans' Day).
2. Veterans Day Laying of the Wreath Ceremony Tuesday, November 11th, 11:00 A.M. at the Veterans Tribute Tower.

**PRESENTATION AGENDA- None**

**TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:**

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

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

**TUESDAY, NOVEMBER 11, 2014**

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



*C. Delbert Hosemann, Jr.*

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

# Veterans Day

## Laying of the Wreath Ceremony



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

**Hosted by**

**American Legion Post 1992 Family & the City of Gautier**

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

**Veterans Tribute Tower**

**3330 Hwy 90 Gautier, Mississippi**

For more information contact  
American Legion Post 1992 Family  
Bill Whatley 228-627-1887 or [bill\\_whatley@yahoo.com](mailto:bill_whatley@yahoo.com)

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

**ORDER NUMBER 253-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Preliminary Engineering Services Contract for College Park Elementary Safe Routes to School Project (SRSP-0494-00(010)LPA/106702-401000 is hereby authorized.

**IT IS FURTHER ORDERED** that the amount payable for these services will not exceed \$24,721.38 without the prior written consent of both parties.

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

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

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

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** October 28, 2014  
**Subject:** Preliminary Engineering Services Contract for the College Park Elementary Safe Routes to School Project (SRSP-0494-00(010)LPA/106702-401000)

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**REQUEST:**

The Economic Development & Planning Department requests authorization to enter into a Preliminary Engineering Services Contract with Goodwyn, Mills & Cawood, Inc. for the College Park Elementary Safe Routes to School Project.

**BACKGROUND:**

The purpose of the Safe Routes to School Program is to enable and encourage children to walk and bicycle to school. The City of Gautier has received a Safe Routes to School grant for sidewalk improvements along Ladnier Road and in the area of College Park Elementary School.

**DISCUSSION:**

The attached contract from Goodwyn, Mills & Cawood includes a scope of work and fees for each of the following services: all necessary field surveying, the determination of existing Right-of-Way limits, centerline profile, and sidewalk design for the preparation of construction plans. The amount payable for these services will not exceed \$24,721.38 without the prior written consent of both parties.

**RECOMMENDATION:**

The Economic Development & Planning Department recommends that City Council authorize entering into the Preliminary Engineering Services Contract with Goodwyn, Mills & Cawood, Inc. for the services outlined above, contingent on MDOT approval.

The City Council may:

- 1) Approve the Preliminary Engineering Services Contract with Goodwyn, Mills & Cawood, Inc. as presented,
- 2) Approve the Preliminary Engineering Services Contract with Goodwyn, Mills & Cawood, Inc. with changes, or
- 3) Disapprove the Preliminary Engineering Services Contract with Goodwyn, Mills & Cawood, Inc. for the services listed above.

**ATTACHMENT(S):**

Goodwyn, Mills & Cawood Preliminary Engineering Services Contract- Safe Routes to School Project

**PRELIMINARY ENGINEERING SERVICES CONTRACT**

*College Park Elementary Safe-Routes-to-Schools Project*  
Project No. *SRSP-0494-00(010)LPA/106702-401000*  
*City of Gautier*  
*Jackson County*

THIS CONTRACT, is made and entered into by and between the *City of Gautier*, a body Politic of the State of Mississippi (the "LPA"), and, *Goodwyn, Mills & Cawood* (the "CONSULTANT"), a *Incorporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *11 North Water St, Suite 15250, Mobile, Al 36602*, effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the LPA proposes to perform **Preliminary Engineering Services**, to include survey, sidewalk design, bidding assistance, as provided for in Project No. SRSP-0494-00(010)LPA/106702-401000, hereinafter called the "PROJECT"; and,

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

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

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

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

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

**ARTICLE I. GENERAL RECITALS**

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

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

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

#### **ARTICLE II. SCOPE OF WORK**

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

#### **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *June 30, 2016 12:00 a.m.*, CDT, at which time this CONTRACT shall absolutely and finally terminate.

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

#### **ARTICLE IV. TIME OF PERFORMANCE**

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

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

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

#### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

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

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

## **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

### **A. Cost and Fees**

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

### **B. Monthly Billing**

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

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

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

### **C. Record Retention**

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

### **D. Retainage**

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

## **ARTICLE VII. FINAL PAYMENT**

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

#### **ARTICLE VIII. REVIEW OF WORK**

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

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

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

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

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

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

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

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

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

liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

#### **ARTICLE X. INSURANCE**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

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

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

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

#### **ARTICLES XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this

CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The

CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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

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

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

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

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

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

#### **ARTICLE XVII. CONTRACT DISPUTES**

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

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

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

- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

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

#### **ARTICLE XX. SEVERABILITY**

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

#### **ARTICLE XXI. ENTIRE AGREEMENT**

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

**ARTICLE XXII. CONFLICT OF INTEREST**

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

**ARTICLE XXIII. AVAILABILITY OF FUNDS**

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

**ARTICLE XXIV. STOP WORK ORDER**

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

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

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

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

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

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

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

**LPA:**

For Contractual Matters:  
**Mrs. Samantha D. Abell**  
City of Gautier  
3330 Highway 90  
Gautier, Ms 36533  
Phone: 228-497-8000  
Fax: 228-497-8028  
sabell@gautier-ms.gov

For Technical Matters:  
**Ms. Chandra Nicholson, PE**  
City of Gautier  
3330 Highway 90  
Gautier, Ms 36533  
Phone: 228-497-1878  
Fax: 228-497-1038  
cnicholson@gautier-ms.gov

**CONSULTANT:**

For Contractual Matters:  
**Lawrence A. Wilson, PE**  
Goodwyn, Mills & Cawood, Inc.  
11 North Water St  
Suite 15250  
Mobile, Al 36602  
Phone: 251-460-4006  
Fax: 251-460-4423  
Lawrence.Wilson@gmcnetwork.com

For Technical Matters:  
**Lawrence A. Wilson, PE**  
Goodwyn, Mills & Cawood, Inc.  
11 North Water St  
Suite 15250  
Mobile, Al 36602  
Phone: 251-460-4006  
Fax: 251-460-4423  
[Lawrence.Wilson@gmcnetwork.com](mailto:Lawrence.Wilson@gmcnetwork.com)

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

P.E. # 17389  
Surveyor # \_\_\_\_\_

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

P.E. # 17389  
Surveyor # \_\_\_\_\_

**ARTICLE XXVI. AUTHORIZATION**

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

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*CITY OF GAUTIER*

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

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*GOODWYN, MILLS & CAWOOD, Inc.*

BY: \_\_\_\_\_  
**Lawrence A. Wilson, PE**

ATTEST: \_\_\_\_\_

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

## LIST OF EXHIBITS

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

## **EXHIBIT 1**

Authority to Execute Contracts

**Goodwyn, Mills & Cawood, Inc.**  
**Resolution by the Board of Directors**

Following a meeting of the Board of Directors of Goodwyn, Mills & Cawood, Inc. ("Company") on October 1, 2014, at which meeting a quorum was at all times present and acting, the following actions were therefore **RESOLVED** and shall be filed with the Minutes of the Company.

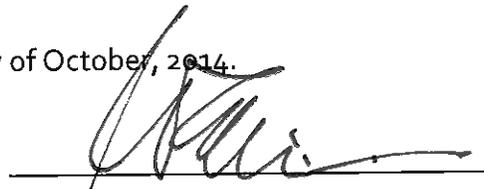
**WHEREAS**, the Company desires to authorize certain individuals so that they may have signatory authority on behalf of the Company;

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals, in addition to the now-existing Directors and Officers of the Company, and in addition to individuals previously granted such authority, shall have authority to enter into any contract or other instrument relating to the provision of professional services on behalf of this corporation:

Robert Gray  
Lawrence Wilson

**IN WITNESS WHEREOF**, the undersigned hereby certifies that he is the Secretary of the Company, that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors held on October 1, 2014, at which meeting a quorum was at all times present and acting, that the passage of said resolution was in all respects legal, and that said resolution is in full force and effect.

Dated this the 2d day of October, 2014.

  
\_\_\_\_\_  
William E. Wallace  
Secretary

## EXHIBIT 2

### SCOPE OF WORK

This CONTRACT includes all necessary field surveying, the determination of existing Right-of-Way limits, centerline profile, and sidewalk design for the preparation of construction plans. The project includes **Sidewalk Improvements Along Ladnier Road and In The Area of College Park Elementary, City of Gautier** between Old Fort Boulevard and Guillotteville Road in Jackson County.

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

Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7<sup>th</sup> of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

### **TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:**

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Available traffic growth rates, design and peak hour factors;
4. Copies of the MDOT publications, regulations, and standards, as applicable;
5. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
6. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
7. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
8. Pavement design;
9. Special provisions, interim standard specifications, and pay item numbers that are presently being utilized by the MDOT that are not shown in the MDOT Standard Specification book;
10. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA; and

### **GENERAL REQUIREMENTS:**

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

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

The design of sidewalks shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units, unless stated otherwise by the MDOT.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

#### FIELD REVIEW PLANS

- Part 1 -- Pre-Design Conference
- Part 2 -- Conceptual Plans
- Part 3 -- Centerline Profile
- Part 4 -- Field Inspection Plans

#### OFFICE REVIEW PLANS

- Part 1 -- Design Conference
- Part 2 -- Office Review Plans
- Part 3 -- Final Contract Plans

**OVERVIEW OF REQUIRED SUBMITTAL FORMAT:**

Print Type	**Printed Sheets (Full Scale)		**Printed Sheets (1/2 Scale)		PDF Images		CADD Files	
	Plans	XS	Plans	XS	Plans	XS	Plans	XS
Conceptual Plans			2 Sets					
Draft Field Inspection			2 Sets					
Field Inspection	1 Set		12 Sets	12 Sets	Yes	Yes		
Office Review	1 Set		12 Sets	12 Sets	Yes	Yes		
Final Plans*	1 Set		5 Sets	5 Sets	Yes	Yes	Yes	Yes

- \* See Plan Requirements for Roadway Plans and for Bridge Plans in the section below.
- \*\* Color Plan & Profile Sheets as described in the PDF Images section below are required for Printed Sheets.

**ENVIRONMENTAL STUDIES:**

A. GENERAL:

The CONSULTANT will perform Engineering and environmental assessments and prepare the Categorical Exclusion, draft/preliminary and final.

B. CONCEPTUAL PLANS:

Conceptual sidewalk plans shall include title sheet(s), typical sections, plan-profile sheets, traffic control sheets, and right-of-way limits with or without property boundaries.

Conceptual plans shall conform to the MDOT Roadway Design Division's CADD Specifications as described in the MDOT Roadway Design Division's CADD User's Manual.

All electronic files associated with the conceptual plans shall be submitted with the paper copies of the conceptual plans. These files shall be submitted on CD's, DVD's, or other approved media with a project description (Project Number, Route, County, etc.) and the words "Conceptual Plans" listed on the exterior of the disks.

**FIELD SURVEY:**

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual,

unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Perform complete topographic survey along proposed sidewalk in accordance with the MDOT Survey Manual;
3. The CONSULTANT will make every effort to locate all Right-of Way (ROW) markers and property corners along the project limits.
  - a) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
  - b) Any distances or bearings shown on this drawing shall be grid;
  - c) North arrow;
  - d) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
4. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.
9. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

**SURVEY DATA SUBMITTAL:**

1. At the end of the project, the CONSULTANT shall submit two copies of a CD containing the following information (This is in addition to the CADD files required to be submitted):

- a) An ASCII file containing the horizontal and vertical control point information established by the consultant. Naming of the file shall be firm's name\_fms#\_detail code#\_Control.txt. File format shall be point number, northing, easting, elevation, and point description.
- b) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name\_fms#\_detail code#\_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name\_fms#\_Detail code#\_property certification.pdf.
- c) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name\_fms#\_detail code#\_preliminary\_row.txt. File format shall be point number, northing, easting, RWM, and station-offset.
- d) A pdf file containing the alignment geometry data. Naming of the file shall be firm's name\_fms#\_detail code#\_alignments.pdf. The consultant shall describe each alignment (mainline, ramps, loops, detours, local roads, other) and save to a text file. Each text file shall be incorporated into the PDF with bookmarks for each alignment. Naming of each bookmark will be such that users will be able to associate the name with a physical location on the project. A certification by the Professional Engineer and Professional Surveyor stating alignment data contained in the PDF is the final alignments as of the certified date and were staked in the field as shown. This certification shall be in the form of a cover sheet in the pdf bearing the seal, date, and signature of each of the professionals.
- e) A PDF file containing the completed MDOT survey notification forms for each landowner along the project. Naming of the file shall be firm's name\_fms#\_detail code#\_survey\_notification.pdf
- f) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name\_fms#\_detail code#\_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.

#### **PHASE A: FIELD REVIEW PLANS:**

The CONSULTANT shall not begin work until a NTP has been issued.

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

## Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. ROADWAY PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections. Survey for realignments will be performed prior to printing Preliminary Right-of-Way plans to ensure approval by the LPA (a site visit by the CONSULTANT may be needed prior to survey). If CONSULTANT is not performing the survey, any proposed realignment will be sent to the LPA to ensure accurate alignment information.

## Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. ROADWAY PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets.  
After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

Right-of-Way Certification: CONSULTANT shall prepare and properly execute a Right-of Way Certification to MDOT including: certification for the acquisition of Right-of-Way utility status report, existing Right-of-Way encroachment certification, and hazardous material clearance certification.

### **OFFICE PLANS:**

Office Plans shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

#### Part 1 - DESIGN CONFERENCE

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

#### Part 3 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

#### Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets;
- E. Submittal: Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all survey notes, design, special provisions, estimates of cost and revised quantity computations (2 sets).

The final contract plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of the plans, including quantity computations, has been made prior to submission. This review is to include a detailed check of the earthwork quantities for any amount of earthwork, unless otherwise approved by the LPA. The CONSULTANT shall submit a list of all comments, the resolution to the comments, and one (1) PDF scan of the marked-up plans used to complete the CONSULTANT's internal quality control review to confirm that a detailed review has been performed by the CONSULTANT prior to final contract plans submittal. The plans may not be accepted without this written certification and completed checklist.

Final contract plans shall be submitted as original drawings.

All related electronic files shall be submitted with original drawings on CD/DVD with a project description (including Project Number, Route, and County) and the words "Final

Plans,” and the date written on the exterior of the disk. In lieu of CD/DVD, the CONSULTANT may transmit the files by FTP or e-mail. The electronic CADD files may be in a compressed (zipped) format.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the LPA has on hand suitable special provisions that will be used.

Gautier College Park SRTS & Ladnier Road Improvements  
SRSP-0494-00(010)LPA/106702-401000  
Estimated Schedule  
Prepared by Goodwyn, Mills & Cawood  
10-24-14

PE Contract	12/14
ENV Document	12/14
LPA 100	12/14
LPA-700/800	12/14
Field Review Plans	2/15
Field Review Meeting	2/15
Office Review PS&E Plans	3/15
Office Review Meeting	4/15
CE&I Contract	4/15
PS&E Assembly	5/15
Final PS&E Assembly	5/15
Authority to Advertise	
Letter from MDOT	5/15
MOU Obligation Date	6/15

## EXHIBIT 3

### FEES AND EXPENSES

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

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

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

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### **SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:**

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

##### **Direct Salaries:**

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

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

##### **Payroll Additive & Overhead:**

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

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

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

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

**Direct Costs:**

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

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

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

**Fixed Fee:**

The CONSULTANT'S fixed fee shall be \$2,229.89, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$24,721.38 (Total of all Charges) without the prior written consent of both parties.

**FEE AND EXPENSE SUMMARY**

	<b>Primes Labor Cost &amp; Overhead</b>	<b>Primes Direct Costs</b>	<b>Primes Fixed Fee</b>	<b>Sub-Consultants</b>	<b>Project Total</b>
<b>Project Total</b>	\$22,298.92	\$107.50	\$2,229.89	N/A	\$24,721.38

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

**City of Gautier/Goodwyn, Mills & Cawood**

SRSP-0494-00(010)LPA/1067020-401000

Guillotteville Road

Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	44	\$40.87	\$1,798.28
Design Engineer	61	\$36.05	\$2,199.05
CADD	72	\$15.17	\$1,092.24
Clerical	16	\$20.00	\$320.00
QC Review Engineer	22	\$40.87	\$899.14
Engineer Intern	48	\$24.47	\$1,174.56
Senior Technician	44	\$31.33	\$1,378.52
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Raw Labor</b>			<b>\$8,861.79</b>

<b>Overhead Rate</b>	151.63 %		\$13,437.13
<b>Total Labor + O/H</b>			\$22,298.92
<b>Fixed Fee</b>	10 %		\$2,229.89
<b>FCCM Overhead</b>	0.96 %		\$85.07

Direct Costs:	Qty.	Unit Price <sup>1</sup>	
Mileage	150	\$ 0.51	\$76.50
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions	100	\$ 0.31	\$31.00
Other			\$0.00
<b>Total Direct Cost</b>			<b>\$107.50</b>

Subconsultant Cost <sup>2</sup> :			
Subconsultant A			
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
<b>Total Subconsultant Cost</b>			<b>\$0.00</b>

<sup>1</sup> See State Travel Handbook

<sup>2</sup> All subs must provide back-up and contain MDOT approved overhead rates

<b>Project Total</b>	<b>\$24,721.39</b>
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**Delineation of Engineering Cost Breakdown  
Guilletteville Road  
City of Gautier, Jackson County  
SRSP-0494-00(010)LPA/1067020-401000**

**Goodwyn, Mills & Cawood**

Item Description	Estimated Hours								
	No. Sheets	Project Manager	Design Engineer	QC review Engineer	Engineer Intern	Surveyor	Technician	Clerical	Total Hours
<b>MDOT Process:</b>									
Project Activation		2							2
LPA 100		1	1						2
LPA 700/800		1	2						3
Kickoff Meeting		8	8						16
<b>Environmental Documentation</b>									
Wetland Investigation		2	2						4
ENV-160		1	2						3
<b>Field Review</b>									
Print and Distribute Plans			1	1	1		2		5
Staking/Utility Locate Coord						8	8		16
Conduct Plan in Hand review		8	8						16
Prepare Field Review Report		1	2					2	5
Modify Plans per review comments		1	2	1	16		16		36
<b>Office Review</b>									
Print Plans and Specifications			1	2	1		2		6
Compile Design Notebook		1	1	2				1	5
Prepare ROW/Util Status Report		1				2	2		5
Develop Specifications			2	2	2			1	7
Prepare Construction Estimate			2	2	2				6
Assemble and Distribute PS&E			2	2	2			1	7
Conduct Plan Review		8	8						16
Prepare Office Review Report		1	2					1	4
Modify Plans per review comments		1	2	1	12		12		28
<b>Permits</b>									
NPDES			1		2				3
USACE									
MDOT			1		2				3
<b>PS&amp;E Assembly</b>									
Right of Way Certification			1			4	4		9
Utility Certification			1			2	2		5
Encroachment Certification			1			2			3
Hazardous Waste Certification			1			2			3
Asbestos Abatement Certification			1						1
<b>Compose Letters</b>									
Compile Forms			1	1				1	3
Print Plans		1	1	1	2				5
Assemble Specifications		1		1					2
Material Checklist		1		2	2			2	7
MDOT Coordination		1	1					2	4
<b>Advertisement</b>									
Print Plans and Specifications				1	2			1	4
Prepare Advertisement				1	1			1	3
Bidder Coordination		1	1					1	3
Receive & Evaluate Bids		1	1	1				1	4
Assemble Bids and Submit		1	1	1	1			1	5
Survey						24	24		48
<b>Plans:</b>									
Title Sheet	1								
Detailed Index	1								
General Notes	2								
Typical Section	2								
Summary of Quantities	3								
Estimated Quantities	4								
Plan Sheets 1"=20'	12								
Misc. Details	10								
Quality Control									
<b>Totals</b>	<b>35</b>	<b>44</b>	<b>61</b>	<b>22</b>	<b>48</b>	<b>44</b>	<b>72</b>	<b>16</b>	<b>304</b>

Labor Rates	\$40.87	\$36.05	\$40.87	\$24.47	\$31.33	\$15.17	\$20.00	
Labor Cost	\$1,798.28	\$2,199.05	\$899.14	\$1,174.56	\$1,378.52	\$1,092.24	\$320.00	<b>\$8,861.79</b>
					Overhead	%	<b>151.63%</b>	<b>\$13,437.13</b>
					Total Labor and Overhead			<b>\$22,298.92</b>
					Fixed Fee	%	<b>10.00%</b>	<b>\$2,229.89</b>
					FCCM Overhead		<b>0.96%</b>	<b>\$85.07</b>

<u>Direct Costs:</u>	Qty.	Unit Price <sup>1</sup>	
Mileage	150	\$ 0.51	\$76.50
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions	100	\$ 0.31	\$31.00
Other			\$0.00

Total Direct Costs: **\$107.50**

**Total: \$24,721.38**

<sup>1</sup> See State Travel Handbook

Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Charles R. Carr  
Director  
Office of Intermodal Planning



Lisa M. Hancock  
Deputy Executive Director/  
Administration

Willie Huff  
Director  
Office of Enforcement

Melinda L. McGrath  
Executive Director

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

January 9, 2014

**MEMORANDUM**

**TO:** Scot Ehr Gott  
Director, Consultant Services Unit

**FROM:** Diane Gavin  
Audit Director 

**SUBJECT:** Goodwyn, Mills & Cawood, Inc.  
Accepted Overhead Rate for the year ended December 31, 2012

The Internal Audit Division (IAD) of the MDOT has received the cognizant letter issued by the Alabama Department of Transportation (ALDOT) Finance and Audits Bureau dated November 5, 2013 which is associated with the acceptability of the overhead rates as presented in the overhead audit report for the year ended December 31, 2012. The ALDOT staff performed a cognizant review of the audit report and supporting workpapers in accordance with its role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. As stated, the cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

ALDOT determined that the CPA's work demonstrated an acceptable level of compliance with FAR Part 31 and the AASHTO Audit Guide. As the Cognizant Agency, ALDOT recommends acceptance of the audited overhead rate. The accepted overhead rate for the year ended December 31, 2012 is:

**Combined rate: 151.63%**

MDOT may use the accepted overhead rate for the purpose of contract negotiations. Goodwyn, Mills & Cawood, Inc. may use the accepted rate for the purpose of billing its overhead costs. If applicable to the contract, overhead costs which were invoiced for services rendered from January 1, 2012 to current by Goodwyn, Mills & Cawood, Inc. will be adjusted accordingly to reflect the accepted rate as presented above.

Goodwyn, Mills & Cawood, Inc. has submitted the required *Consultant Indirect Costs Rate Certification* applicable to the year ended December 31, 2012. IAD will maintain the certification on file.

MDOT requires an annual submission of a firm's overhead rates; therefore, the accepted overhead rate for the year ended December 31, 2012 is valid until September 30, 2014.



**EXHIBIT 4**  
SAMPLE INVOICE

LOCAL PUBLIC AGENCY  
ADDRESS  
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

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

CONSULTANT:

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

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

NOTE:

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

**SUPPORTING DATA**

Project No. 000000-000000LPA  
 County \_\_\_\_\_

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

## EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT 6

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

SO CERTIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Goodwyn, Mills and Cawood, Inc.**

BY: \_\_\_\_\_  
**Lawrence A. Wilson. PE**

ATTEST: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary

**EXHIBIT 7**

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**City of Gautier**

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*Samantha D. Abell, City Manager*

**EXHIBIT 8**

**{Intentionally Left Blank}**

EXHIBIT 9

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

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

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

\_\_\_\_\_ 425070 \_\_\_\_\_  
EEV\* Company Identification Number [Required]

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

BY: Barbara Baker \_\_\_\_\_ 10/02/2014 \_\_\_\_\_  
Authorized Officer or Agent Date

Barbara Baker \_\_\_\_\_ Comptroller \_\_\_\_\_  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October,  
2014.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8-8-16

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

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

**ORDER NUMBER 254 -2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Goodwyn, Mills & Cawood, Inc. is hereby selected as the environmental consulting firm for the City of Gautier's Brownfields Assessments Project funded by a grant from US Environmental Protection Agency (EPA).

**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 Vaughan** and the following vote was recorded:

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** October 28, 2014  
**Subject:** EPA Brownfields Assessment Project Environmental Consultant Selection

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**REQUEST:**

The Economic Development & Planning Department recommends the firm of Goodwyn, Mills & Cawood, Inc. to be selected as the environmental consulting firm for the City of Gautier's Brownfields Assessment Project funded by a grant from the US Environmental Protection Agency (EPA).

**BACKGROUND:**

The City of Gautier received an EPA Brownfields Assessment Grant award in the amount of \$400,000 for community-wide assessments for hazardous substances and petroleum. This is a three year grant that went into effect on October 1, 2014 and requires no local match. The City advertised a Request for Qualifications from qualified environmental consulting firms on September 7<sup>th</sup> and September 14<sup>th</sup>. The deadline for proposals was October 6, 2014. The consulting firm will be responsible for conducting Phase I and Phase II Environmental Site Assessments, developing Quality Assurance Project Plans, project management and reporting, assisting with community engagement, and developing cleanup and redevelopment plans. The City received seven (7) proposals from qualified firms by the deadline.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council authorize the selection of Goodwyn, Mills & Cawood as the City's environmental consulting firm for this project based on the Selection Committee's review and ranking of the proposals. The committee ranked the seven proposals based on the advertised criteria which included 1) the firm's overall qualifications, 2) key project staff, 3) past project experience, 4) familiarity with the local area, and 5) sample work product submission. The total scores are shown in the table below:

<b>FIRM</b>	<b>OVERALL SCORE (max. 100 points)</b>
Goodwyn, Mills & Cawood, Inc.	91
Cardno, Inc.	88
EarthCon and Stanley Construction	83
PPM Consultants, Inc.	82
Covington Civil and Environmental, LLC	80
PM Environmental, Inc.	80
Pickering Firm, Inc.	75

The City Council may:

1. authorize the selection of Goodwyn, Mills & Cawood, Inc. as the City of Gautier's Brownfields Project environmental consultant, or
2. approve the selection of a firm other than Goodwyn, Mills & Cawood for this project.

**ATTACHMENT(S):**

N/A

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

**ORDER NUMBER 255-2014**

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

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

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

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	150200	11/04/2014	10/20/2014			52.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	10/14/2014			52.22
001	DELTA COMPUTER SYSTEMS INC	150202	11/04/2014	10/20/2014			370.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN106300	10/15/2014			260.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN106300	10/15/2014			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN106301	10/15/2014			90.00
001	AT&T	150204	11/04/2014	10/20/2014			75.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	10/14/2014			75.73
001	NICKOLAS CROCKER	150209	11/04/2014	10/21/2014			82.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM: VERBAL CUES TRNG		11102014	10/08/2014			82.00
001	FUELMAN OF MS	150211	11/04/2014	10/21/2014			3,805.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP42577051	10/20/2014			87.78
	001-092-525	UNL FUEL		NP42577051	10/20/2014			106.80
	001-100-525	UNL FUEL		NP42577051	10/20/2014			2,465.06
	001-161-525	UNL & DSL FUEL		NP42577051	10/20/2014			688.28
	001-170-525	UNL FUEL		NP42577051	10/20/2014			246.32
	001-205-525	UNL & DSL FUEL		NP42577051	10/20/2014			211.54
001	COMM-TECH SOLUTIONS INC	150213	11/04/2014	10/21/2014			97.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	REPAIR BOOKING PHONE		14874	10/16/2014			97.50
001	COMM-TECH SOLUTIONS INC	150214	11/04/2014	10/21/2014			97.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	PROGRAM SCHEDULE CHGS		14873	10/16/2014			97.50
001	PITNEY BOWES INC	150215	11/04/2014	10/21/2014			180.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	POSTAGE SUPPLIES		319146	10/16/2014			180.18
001	C SPIRE WIRELESS	150216	11/04/2014	10/21/2014			665.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	10/11/2014			665.62
001	AT&T	150236	11/04/2014	10/24/2014			3,047.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2014			3,047.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	150240	11/04/2014	10/28/2014			486.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD	95237002	10112014	10/22/2014			112.04
	001-161-631	MARTIN BLUFF FD	58380001	10132014	10/23/2014			315.75
	001-201-629	SIGNAL LIGHTS	17546	10132014	10/23/2014			35.41
	001-092-631	CITY LIMIT SIGN	17546	10132014	10/23/2014			23.50
001	SINGING RIVER E.P.A.	150241	11/04/2014	10/28/2014			9,267.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING		10152014	10/27/2014			4,995.12
	001-201-629	SIGNAL LIGHTS		10152014	10/27/2014			1,191.65
	001-092-631	CITY HALL		10152014	10/27/2014			1,208.86
	001-170-631	FRAZIER PARK		10152014	10/27/2014			52.04
	001-170-631	SENIOR BLDG		10152014	10/27/2014			729.97
	001-161-631	CENTRAL FD		10152014	10/27/2014			488.53
	001-170-631	CITY PARK		10152014	10/27/2014			168.40
	001-092-631	PUBLIC WORKS		10152014	10/27/2014			409.39
	001-092-631	HWY 90 SIGN		10152014	10/27/2014			23.50
001	SINGING RIVER E.P.A.	150242	11/04/2014	10/28/2014			2,417.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION	66298004	10152014	10/27/2014			1,534.57
	001-201-629	SIGNAL LIGHT	89113001	10152014	10/27/2014			57.60
	001-170-631	CITY PARK RESTRMS	89912001	10152014	10/27/2014			162.28
	001-201-633	STREET LIGHTS	90345002	10152014	10/27/2014			324.99
	001-092-631	RECORDS BLDG	90790001	10152014	10/27/2014			210.66
	001-092-631	DIGITAL SIGN	97127001	10152014	10/27/2014			67.57
	001-170-631	FRAZIER RESTRMS	98546001	10152014	10/27/2014			59.94
001	SINGING RIVER E.P.A.	150243	11/04/2014	10/28/2014			1,028.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST	94987002	10152014	10/27/2014			125.51
	001-201-633	DOLPHIN ST	94988002	10152014	10/27/2014			143.48
	001-201-633	DOLPHIN ST	94989002	10152014	10/27/2014			153.05
	001-201-633	DOLPHIN ST	94990002	10152014	10/27/2014			606.12
001	FUELMAN OF MS	150246	11/04/2014	10/29/2014			3,144.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP42614406	10/27/2014			65.22
	001-100-525	UNL FUEL		NP42614406	10/27/2014			2,493.20
	001-161-525	UNL & DSL FUEL		NP42614406	10/27/2014			360.07
	001-170-525	UNL FUEL		NP42614406	10/27/2014			129.54
	001-205-525	UNL & DSL FUEL		NP42614406	10/27/2014			96.92
001	SINGING RIVER E.P.A.	150264	11/04/2014	10/29/2014			1,879.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD	76008001	10162014	10/28/2014			237.30
	001-170-631	BACOT PARK	10137	10162014	10/28/2014			1,485.73
	001-201-629	SIGNAL LIGHTS	10138	10162014	10/28/2014			156.57

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES CREDIT PLAN	150268	11/04/2014	10/29/2014			183.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	6 CS COPY PAPER		19653	10/08/2014			183.96
001	CUSTOM PRODUCTS CORPORATION	150269	11/04/2014	10/29/2014			789.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	NEW ARTWORK CHARGE		255597	10/21/2014			75.00
	001-201-576	HISTORIC BY WAY W/ LOGO (6)		255597	10/21/2014			243.84
	001-201-576	KEEP GAUTIER BEAUTIFUL (12)		255597	10/21/2014			434.64
	001-201-576	SHIPPING		255597	10/21/2014			36.48
001	CABLE ONE	150270	11/04/2014	10/29/2014			99.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2014:23421-102609-01-6		11052014	10/29/2014			99.95
001	LLOYD B MARSHALL, JR. CPA	150272	11/04/2014	10/29/2014			2,967.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-600	PROGRESS PMT FY 2014		3	10/29/2014			2,967.00
001	GLOBALSTAR	150273	11/04/2014	10/29/2014			53.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		6005118	10/16/2014			53.00
001	FOSTER'S AIR CONDITIONING & HEATING INC	150274	11/04/2014	10/29/2014			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	REPL FAN MOTOR (ECO DEV)		156429	10/15/2014			250.00
001	MS SECRETARY OF STATE	150276	11/04/2014	10/29/2014			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	NOTARY FEE: THIGPEN, TRICIA		84025	10/22/2014			25.00
001	MS SECRETARY OF STATE	150277	11/04/2014	10/29/2014			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-682	NOTARY FEE: HILL, LEKEISHA		NEW APP	10/20/2014			25.00
001	CORAL	150278	11/04/2014	10/29/2014			98.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	NAVY DRI FIT SHIRTS (7)		COG1028201	10/28/2014			98.00
001	MS SECRETARY OF STATE	150279	11/04/2014	10/29/2014			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-682	NOTARY FEE: MEAKER, SANDRA		NEW APP	10/22/2014			25.00
001	REYNOLDS WHOLESALE CO.	150281	11/04/2014	10/29/2014			18.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	VICTORIA BAY BLEACH (6)		043207	10/23/2014	150089		9.95
	001-092-510	SCRUBBING SPONGE (20)		043207	10/23/2014	150089		8.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	150282	11/04/2014	10/29/2014			184.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	WINDOW ENVELOPES (3000)		84478	10/27/2014	150056		184.34
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	150284	11/04/2014	10/29/2014			109.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	ENTRY LEVEL FIREFIGHTER TEST		24205005	10/14/2014	141208		23.76
	001-022-660	ADMIN FEE		24205005	10/14/2014	141208		85.50
001	MID SOUTH UNIFORM & SUPPLY, INC.	150285	11/04/2014	10/29/2014			1,013.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRT (6)		521096	10/10/2014	140593		252.00
	001-100-535	NAVY PANTS W/ BLUE (6)		521096	10/10/2014	140593		249.00
	001-100-535	LS NAVY SHIRT (6)		521096	10/10/2014	140593		178.00
	001-100-535	MERIDIAN JACKET NAVY (2)		521096	10/10/2014	140593		245.82
	001-100-535	ID PANELS (2)		521096	10/10/2014	140593		30.54
	001-100-535	SEW ON PATCHES (24)		521096	10/10/2014	140593		16.08
	001-100-535	BRAID NAVY (6)		521096	10/10/2014	140593		24.00
	001-100-535	BRAID LT BLUE (6)		521096	10/10/2014	140593		18.00
001	GULF COAST BUSINESS SUPPLY CO.	150287	11/04/2014	10/29/2014			76.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS PINE CLEANER (2)		94474	10/24/2014	150091		39.92
	001-092-510	TRIGGER SPRAY BOTTLE (6)		94474	10/24/2014	150091		8.28
	001-092-510	CS TOILET PAPER		94474	10/24/2014	150091		27.99
001	CUSTOM PRODUCTS CORPORATION	150288	11/04/2014	10/29/2014			4,163.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	RPEPH7 JACK W/ HVY DTY HANDLE		255390	10/15/2014	150068		192.38
	001-201-576	RHEPH4A DETACHABLE POST PULLER		255390	10/15/2014	150068		94.05
	001-201-576	RHDH8 ONE MAN POST DRIVER		255390	10/15/2014	150068		203.78
	001-201-576	SHIPPING		255390	10/15/2014	150068		49.77
	001-201-559	M BLUFF COMPLETION SIGN (2)		255529	10/17/2014	150016		960.08
	001-201-559	SAFE ROUTES-SCHOOL SIGN (2)		255529	10/17/2014	150016		960.08
	001-201-559	W PASCAGOULA COLORED SCHOOL		255529	10/17/2014	150016		960.08
	001-201-559	CITY OUTLINE (4)		255529	10/17/2014	150016		570.72
	001-201-559	ART CHARGE		255529	10/17/2014	150016		75.00
	001-201-559	FREIGHT		255529	10/17/2014	150016		97.66
001	SOUTHERN REGIONAL SAFETY INST.	150289	11/04/2014	10/29/2014			3,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC LE TRNG: PRICE, BRANDON		515	10/20/2014	141133		3,600.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	150291	11/04/2014	10/29/2014			1,605.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	SHARP UXB700 BLACK INK (4)		3245351913	10/11/2014	150054		124.96
	001-010-500	HP CC364A BLACK TONER (2)		3245351913	10/11/2014	150054		298.66
	001-010-500	STANDARD STAPLES 2500OCT (2)		3245351913	10/11/2014	150054		5.98
	001-010-500	CASE COPY PAPER (10)		3245351913	10/11/2014	150054		396.00
	001-010-500	CARTER'S FELT STAMP PAD BLACK		3245351913	10/11/2014	150054		5.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL	150291	11/04/2014	10/29/2014		1,605.49	(CONTINUED)
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-010-500		POST-IT POP UP NOTES 3"X3"	3245351913	10/11/2014	150054	17.55	
	001-010-500		SPLS OPTIFLOW ROLLER PEN (12)	3245351913	10/11/2014	150054	6.13	
	001-010-500		FILE PKT 3.5" LTR KRAFT (25)	3245498427	10/14/2014	150054	34.58	
	001-040-500		CASE COPY PAPER (10)	3246137666	10/22/2014	150085	396.00	
	001-040-500		SPLS #1 PAPER CLIPS 1000CT	3246137666	10/22/2014	150085	2.07	
	001-040-500		SPLS STNDRD PACKING TAPE (6)	3246137666	10/22/2014	150085	35.58	
	001-040-500		9X12 CLASP ENVELOPES (100)	3246137666	10/22/2014	150085	6.23	
	001-040-500		POST IT SIGN HERE FLAGS	3246137664	10/22/2014	150085	22.18	
	001-040-500		LOGITECH WLESS KEYBOARD/MOUSE	3246137667	10/22/2014	150085	29.95	
	001-022-500		DYMO LABELS (2)	3245741657	10/17/2014	150074	13.28	
	001-022-500		BINDER CLIPS - LARGE (2)	3245741657	10/17/2014	150074	1.90	
	001-022-500		BINDER CLIPS - MEDIUM (2)	3245741657	10/17/2014	150074	2.31	
	001-022-500		SF4 STAPLES 5000CT (2)	3245741657	10/17/2014	150074	4.20	
	001-022-500		LOGITECH WLESS PRESENTER R400	3245741657	10/17/2014	150074	48.49	
	001-022-500		LEXMARK CARTRIDGE - BLACK	3245741657	10/17/2014	150074	69.99	
	001-022-500		LEXMARK CARTRIDGE - MAGENTA	3245741657	10/17/2014	150074	83.99	
001	CORAL		150295	11/04/2014	10/29/2014		42.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-161-535		GILDAN WT T-SHIRT XXL (6)	GFD9182014	10/22/2014	141182	42.00	
001	SETON		150296	11/04/2014	10/29/2014		394.55	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-040-500		BAR CODE LABELS (2 ROLLS)	9325857056	10/21/2014	150079	362.60	
	001-040-500		SHIPPING	9325857056	10/21/2014	150079	31.95	
001	FRED PRYOR SEMINARS		150299	11/04/2014	10/29/2014		149.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-022-681		HR SEMINAR: HILL, KEISHA	16432890	10/27/2014	150087	149.00	
FUND TOTAL	1 Claims	to	Checks	37 Total	42,572.07	Manual	Held	Total 42,572.07

Docket of Claims  
 Release date from 11/04/2014 thru 11/04/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PRECISION MOVERS INC Account Number 130-130-755	150297	11/04/2014	10/29/2014			1,800.00	
					Invoice #	Date P.O.	Amount	
					90257	09/18/2014 141129		1,800.00
FUND TOTAL 130 Claims		to	Checks	1 Total	1,800.00 Manual	Held		Total 1,800.00



Docket of Claims  
 Release date from 11/04/2014 thru 11/04/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	150206	11/04/2014	10/21/2014			1,463.56	
	Description LIBRARY SUPPORT			Invoice # OCT 2014	Date 10/21/2014	P.O.	Amount	1,463.56
FUND TOTAL	172 Claims	to	Checks	1 Total	1,463.56 Manual	Held	Total	1,463.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	150201	11/04/2014	10/20/2014			136.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	10/14/2014			136.14
176	AT&T	150205	11/04/2014	10/20/2014			191.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284970676	10/14/2014			81.77
	176-170-605	OCT 2014 DSL		2284970676	10/14/2014			110.00
176	FUELMAN OF MS	150212	11/04/2014	10/21/2014			238.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	DSL FUEL		NP42577051	10/20/2014			238.64
176	FUELMAN OF MS	150247	11/04/2014	10/29/2014			176.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL & DSL FUEL		NP42614406	10/27/2014			176.51
176	SINGING RIVER E.P.A.	150263	11/04/2014	10/29/2014			2,241.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	10152014	10/28/2014			1,897.67
	176-170-631	HOUSE	76855002	10152014	10/28/2014			344.14
176	STAPLES BUSINESS ADVANTAGE DEPT	ATL 150292	11/04/2014	10/29/2014			74.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	TICKETS: HAUNTED TRAILS		3245675429	10/16/2014	150067		74.82
176	CUPIT SIGNS INC	150294	11/04/2014	10/29/2014			271.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	24X18 HAUNTED TRAIL SIGN (10)		10784	10/16/2014	150069		149.90
	176-170-513	6 X 24 DS ARROW SIGN (4)		10784	10/16/2014	150069		31.96
	176-170-513	3 X 6 BANNER HALLOWEEN		10798	10/17/2014	150082		90.00
176	BLOSSMAN GAS, INC.	150300	11/04/2014	10/30/2014			4.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BAL TANK RENTAL (HOUSE)		5025566	09/30/2014			4.97
FUND TOTAL 176 Claims		to	Checks	8 Total	3,336.52 Manual	Held	Total	3,336.52

Docket of Claims  
Release date from 11/04/2014 thru 11/04/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	150196	11/04/2014	10/17/2014			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		09172014	09/17/2014		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		09172014	09/17/2014		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		09172014	09/17/2014		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		09172014	09/17/2014		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		09172014	09/17/2014		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		09172014	09/17/2014		9,665.99	
400	IRBY'S ANSWERING SERVICE	150197	11/04/2014	10/17/2014			439.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 10/8-11/4		277-100814	10/08/2014		439.36	
400	AT&T	150198	11/04/2014	10/20/2014			59.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	10/14/2014		59.52	
400	AT&T	150199	11/04/2014	10/20/2014			66.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2014		66.06	
400	DELTA COMPUTER SYSTEMS INC	150203	11/04/2014	10/20/2014			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN106302	10/15/2014		280.00	
	400-650-698	WORK ORDER SOFTWARE MAINT		MN106302	10/15/2014		60.00	
400	ARISTA INFORMATION SYSTEMS INC	150207	11/04/2014	10/21/2014			2,132.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2014 STATEMENTS		17795	10/13/2014		1,132.68	
	400-650-698	SEP 2014 POSTAGE		1425201410	10/13/2014		1,000.00	
400	2012 GUD BONDS DEBT SERVICE	150208	11/04/2014	10/21/2014			116,708.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	NOV 2014 PRN PMT		11012014	10/31/2014		106,666.67	
	400-680-817	NOV 2014 INT PMT		11012014	10/31/2014		10,041.66	
400	AT&T	150217	11/04/2014	10/21/2014			67.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	10/14/2014		67.02	
400	CABLE ONE	150237	11/04/2014	10/24/2014			68.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	OCT 2014:23421-132488-01-8		10202014	10/27/2014		68.19	
400	SINGING RIVER E.P.A.	150244	11/04/2014	10/28/2014			1,597.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	SCHOONER WELL 20688		10082014	10/20/2014		507.56	
	400-651-631	LIFT STATIONS 20688		10082014	10/20/2014		182.25	
	400-651-631	LIFT STATIONS 20649		10112014	10/22/2014		528.89	
	400-651-631	LIFT STATIONS 28779		10112014	10/22/2014		242.53	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	150244	11/04/2014	10/28/2014			1,597.79	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS	89627001	10132014	10/23/2014			64.16
	400-651-631	LIFT STNS	89702001	10132014	10/23/2014			72.40
400	SINGING RIVER E.P.A.	150245	11/04/2014	10/28/2014			3,637.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS	17881	10132014	10/23/2014			1,996.61
	400-651-631	WATER WELLS	17881	10132014	10/23/2014			1,640.54
400	SINGING RIVER E.P.A.	150265	11/04/2014	10/29/2014			7,907.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS	17882	10152014	10/27/2014			2,079.34
	400-651-631	WATER WELLS	17882	10152014	10/27/2014			4,507.65
	400-651-631	CITY HALL SOUTH	17882	10152014	10/27/2014			1,320.37
400	SINGING RIVER E.P.A.	150266	11/04/2014	10/29/2014			3,949.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS	17875	10162014	10/28/2014			212.53
	400-651-631	LIFT STNS	17884	10162014	10/28/2014			1,283.79
	400-651-631	LIFT STNS	17883	10162014	10/28/2014			1,821.79
	400-651-631	WATER WELL	17883	10162014	10/28/2014			631.49
400	STAPLES CREDIT PLAN	150267	11/04/2014	10/29/2014			31.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	3PK COUNTERFEIT PENS (3)		19112	10/01/2014			21.98
	400-651-500	2 PK CALCULTOR RIBBON		19112	10/01/2014			9.99
400	PITNEY BOWES PURCHASE POWER	150275	11/04/2014	10/29/2014			621.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-607	POSTAGE METER		20060869	10/20/2014			621.00
400	CITY OF GAUTIER	150280	11/04/2014	10/29/2014			123,218.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	BAL AUG 2014 PMTS		08312014	08/31/2014			14,888.53
	400-000-104	SEP 2014 GARBAGE PMTS		09302014	09/30/2014			108,330.08
400	ACTION PRINTING CENTER INC	150283	11/04/2014	10/29/2014			184.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	APPLICATION:WATER/SEWER (1000)		84462	10/27/2014	150073		184.90
400	LEWIS PRINTING	150286	11/04/2014	10/29/2014			181.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	#10 WINDOW ENVELOPES		34955	10/17/2014	150058		181.18
400	SOUTHERN WATERWORKS SUPPLY, INC	150290	11/04/2014	10/29/2014			359.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	#4 BARREL LOCK (100)		55939	10/16/2014	141194		359.00
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 150293	11/04/2014	10/29/2014			101.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	PRE-INKED STAMP "SCANNED"		3245675430	10/16/2014	150070		9.21
	400-651-500	CANON P23DHV CALCULATOR		3245675430	10/16/2014	150070		25.26

Docket of Claims  
Release date from 11/04/2014 thru 11/04/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 150293	11/04/2014	10/29/2014			101.67	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	BOOK CALENDARS 215112 (2)		3245675430	10/16/2014	150070		25.38
	400-651-500	HEAVY DUTY FILE FOLDERS		3245675430	10/16/2014	150070		41.82
FUND TOTAL	400 Claims	to	Checks	20 Total	305,098.50	Manual	Held	Total 305,098.50

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	37 Total	42,572.07 Manual	Held	Total	42,572.07
FUND 130 Claims	to	Checks	1 Total	1,800.00 Manual	Held	Total	1,800.00
FUND 171 Claims	to	Checks	1 Total	5,400.00 Manual	Held	Total	5,400.00
FUND 172 Claims	to	Checks	1 Total	1,463.56 Manual	Held	Total	1,463.56
FUND 176 Claims	to	Checks	8 Total	3,336.52 Manual	Held	Total	3,336.52
FUND 400 Claims	to	Checks	20 Total	305,098.50 Manual	Held	Total	305,098.50
Total for all Funds		Checks	68 Total	359,670.65 Manual	Held	Total	359,670.65

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

**ORDER NUMBER 256-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1- 2 are hereby approved.

**IT IS FURTHER ORDERED** that Consent #3 was pulled for further discussion.

**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 Vaughan** and the following vote was recorded:

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

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

**ORDER NUMBER 257-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the maintenance plan agreement with Foster's Heating & Air, Inc. for the ESA Renewal of two (2) systems in the amount of \$325.00 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 Vaughan** and the following vote was recorded:

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

**NAYS:**       **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Russell, City Clerk  
**Date:** October 29, 2014  
**Subject:** Renewal of a Maintenance Plan Agreement with Foster's Heating & Air, Inc

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**REQUEST:**

City Council authorization is requested for the City of Gautier to accept the maintenance plan agreement renewal between Foster's Heating & Air, Inc. and the City of Gautier for the ESA Renewal of Two (2) Systems in the amount of three hundred twenty five dollars (\$325.00).

**BACKGROUND:**

This plan is designed to provide two (2) cleanings per year for both of these systems. Benefits of these cleanings will provide:

- Lower utility bills
- Extended equipment life
- Fewer repairs
- Improved Capacity
- 20% discount on repairs
- Priority Customer
- Inflation Protection
- 24-Hr. Emergency Service

**RECOMMENDATION:**

Based on the attached information from Foster's Heating & Air, Inc. City staff recommends that City Council authorize renewal of the agreement in the amount of three hundred twenty five dollars (\$325.00).

**FINANCIAL:**

The cost of the renewal agreement will be funded out of fund 001-092-698 Contracted Services.

**ATTACHMENT(S):**

Foster's Renewal Agreement

# Foster's Heating & Air, Inc

P.O. Box 606

Gautier, MS 39553

Phone: (228) 497-2285

Visit us at [Fostersair.com](http://Fostersair.com)

"HOME OF THE OLD RELIABLES"

## INVOICE

DATE

INVOICE #

CUST #

10/5/2014

P156207

0001536

**BILL TO:**

City Of Gautier  
P O Box 670  
Gautier MS 39553

**SHIP TO:**

City Of Gautier  
3310 HWY 90 -CODE  
ENFORCEMENT  
GAUTIER MS  
228-497-1878

P.O. NUMBER		TERMS		SALES PERSON				
		BILL						
QUAN	DESCRIPTION			PRICE EACH	AMOUNT			
	Manufacturer	Model	Serial #	Type	Mfg Code	Warranty	Location	Agreement
	NIBF	40QB-42--301AJ	2688H00008	AIR			#2	ESA2
	NIBF	38TG042300	3089E03404	CONDE			#2	ESA2
		ESA PRECISION TUNE-UP						
		ESAPTU R2 ESA RENEWAL WITH 2 CLEANINGS \$325.00 NO TAX						
		2 SYSTEMS *GET COND #S FOR SYSTEM #1*						
		CLOSET						
		18X32X1 or (2) 16x18x1						
		20X32X1						
		(2) 16x20x1						
1.00	ESAREN2	ESA RENEWAL TWO SYSTEMS				325.00		325.00
1.00	REN	THIS CHARGE IS FOR YOUR ESA RENEWAL, IF YOU CHOSE TO NOT RENEW AT THIS TIME PLEASE CALL THE OFFICE AND CANCEL. THE RENEWAL RATE IS ONLY GOOD FOR 60 DAYS, AFTER SUCH TIME THE RATE GOES BACK TO NEW CUSTOMER PRICING. (CANCELING THIS AGREEMENT TERMINATES ALL ESA BENEFITS 20% DISCOUNT, 24 HR ER SERVICE, NO OT CHARGES ON SERVICE WORK)RENEWAL PRICE IN EFFECT FOR 60 DAYS FROM TODAY.						
1.00	HIST	units checked out good						
1.00	MOD	MODEL AND SERIAL #S ARE ON THE ORIGINAL INVOICE						

City of Gautier  
City Hall  
OCT 21 2014  
Received by  
*[Signature]*

IF YOU WOULD LIKE YOUR BILL BY EMAIL. PLEASE PRINT EMAIL ADDRESS BELOW:

EMAIL ADDRESS: \_\_\_\_\_ @ \_\_\_\_\_

IF PAYING BY CREDIT CARD FILL OUT BELOW	
CARD TYPE: VISA MASTERCARD DISCOVER	
CARD #	
AMOUNT:	EXP DATE:
C V V CODE:	Located on back of card
SIGNATURE:	

SUBTOTAL	\$325.00
TAX	\$0.00
TOTAL	\$325.00
PAYMENT	\$0.00
BALANCE	\$325.00

Thank you for your Business.

FOSTER'S NOW INSTALLS BLOWN INSULATION! CALL TODAY FOR YOUR FREE QUOTE!

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

**ORDER NUMBER 258-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held October 21, 2014 are hereby approved.

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

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

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

Mayor and Council discussed Consent Item #3 and the following vote was recorded:

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

**ORDER NUMBER 259-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement for the Martin Bluff Road Bridge Project with the Board of Supervisors of Jackson County is hereby ratified.

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

**NAYS:**           **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 4, 2014.

RESOLUTION OF THE BOARD OF SUPERVISORS  
OF JACKSON COUNTY, MISSISSIPPI APPROVING  
MEMORANDUM OF AGREEMENT BETWEEN JACKSON  
COUNTY, MISSISSIPPI AND THE CITY OF GAUTIER, MISSISSIPPI

WHEREAS, the Board of Supervisors and the City of Gautier, Mississippi desire to enter into a Memorandum of Agreement for the Martin Bluff Road Project;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby approve the Memorandum of Agreement Between Jackson County, Mississippi and the City of Gautier, a copy of which is attached hereto, and authorize the President and Clerk of the Board to execute same.

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

Supervisor Cumbest	<u>ys</u>
Supervisor Harris	<u>ys</u>
Supervisor Mangum	<u>ys</u>
Supervisor Ross	<u>ys</u>
Supervisor McKay	<u>ys</u>

RESOLVED, this the 20th day of October, 2014.

ATTEST:

BOARD OF SUPERVISORS



By: [Signature]  
President

MEMORANDUM OF AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI  
AND THE CITY OF GAUTIER, MISSISSIPPI

THIS MEMORANDUM OF AGREEMENT is entered into by and between Jackson County, Mississippi (hereinafter Jackson County) and the City of Gautier, Mississippi (hereinafter City), WITNESSETH THAT:

WHEREAS, Jackson County and the City have concurrent jurisdiction over municipal streets and roadways; and

WHEREAS, Jackson County and the City find there is a need for repairs to the Martin Bluff Road within the City (hereinafter project); and

WHEREAS, Jackson County and the City hereby enter into a written agreement specifying the terms and conditions of the relationship of Jackson County and the City; and  
NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties mutually agree and understand as follows:

I.

Jackson County's responsibilities shall be the following:

- (a) Jackson County has designed the Project;
- (b) Jackson County has identified the parcels necessary for the Project;
- (c) Jackson County Will acquire appraisals, review appraisals and title opinions for each of the identified parcels necessary for the Project; and
- (d) Jackson County will provide the appraisals, review appraisals and title opinions to the City for each of the identified parcels necessary for the Project.

II.

Upon receipt of the appraisals, review appraisals and title opinions from Jackson County, the City will acquire and bear the cost of acquiring the parcels and/or rights of way. The City

will provide Jackson County a certificate stating all necessary parcels have been acquired and the City has all necessary rights of way for construction of the Project.

III.

Upon Jackson County's receipt of the City's certification, Jackson County will construct the Project.

SO AGREED, on the respective dates provided below.

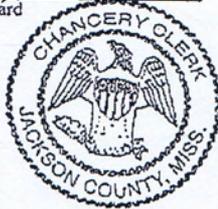
BOARD OF SUPERVISORS  
JACKSON COUNTY, MISSISSIPPI

BY:

Jay Lee 10/20/14  
PRESIDENT DATE

ATTEST:

J. M. ...  
Clerk of Board



CITY OF GAUTIER, MISSISSIPPI

BY:

\_\_\_\_\_  
MAYOR DATE

ATTEST:

\_\_\_\_\_

**Motion made by Councilwoman Martin to recess until November 18, 2014 at 6:30 p.m. Motion seconded by Councilman Vaughan and unanimously carried.**

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of November 18, 2014.**