



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
August 18, 2020
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

- 1. REV. RONALD JONES JR. - NEW GALILEAN M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**

- 3. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 30, 2020 FOR THE FOLLOWING CASES:**

2020-1070	2020-1103	2020-1104	2020-1106	2020-1107	2020-1108
2020-1109	2020-1110	2020-1116	2020-1118	2020-1122	2020-1125
2020-1126	2020-1127	2020-1129	2020-1130	2020-1131	2020-1132
2020-1133	2020-1134	2020-1136	2020-1137	2020-1138	2020-1139
2020-1140	2020-1141	2020-1143	2020-1145	2020-1146	2020-1147
2020-1149	2020-1151	2020-1152	2020-1154	2020-1189	2020-1190
2020-1199	2020-1201	2020-1203	2020-1204	2020-1205	2020-1208
2020-1210	2020-1212	2020-1213	2020-1215	2020-1216	2020-1217

- 4. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND**

BASED ON ADMINISTRATIVE HEARINGS HELD JULY 14, 2020 FOR THE FOLLOWING CASES:

2020-1155	2020-1156	2020-1158	2020-1159	2020-1160	2020-1162
2020-1163	2020-1164	2020-1165	2020-1166	2020-1167	2020-1168
2020-1169	2020-1170	2020-1171	2020-1172	2020-1173	2020-1174
2020-1175	2020-1177	2020-1178	2020-1179	2020-1181	2020-1182
2020-1226	2020-1227	2020-1228	2020-1229	2020-1230	

- 5. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176 – 226 GRANDVIEW CIRCLE – \$4,400.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 6. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2014-2875 – 1913 BIENVILLE DRIVE – \$5,299.00 – WARD 6. (HILLMAN, LUMUMBA)**
- 7. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2175 – 402 GRANDVIEW CIRCLE – \$4,000.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 8. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2174 – 141 GRANDVIEW CIRCLE – \$2,000.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 9. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS;**

REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2177 – 140 GRANDVIEW CIRCLE – \$2,000.00 – WARD 7. (HILLMAN, LUMUMBA)

- 10. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2100 – 558 HEATHERWOOD DRIVE – \$5,000.00 – WARD 6. (HILLMAN, LUMUMBA)**
- 11. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1191 – 115 CULPEPPER DRIVE – \$5,000.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 12. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1163 – 206 WHITFIELD STREET – \$4,076.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 13. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1198 – 204 WHITFIELD STREET – \$4,098.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-**

9-11 FOR CASE #2019-1266 – 1008 BLAIR STREET – \$4,416.00 – WARD 7.
(HILLMAN, LUMUMBA)

15. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-1315 – 1049 BRANCH STREET – \$4,980.00 – WARD 6.
(HILLMAN, LUMUMBA)
16. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2013 – 1160-70 LUCEDALE STREET – \$4,898.00 – WARD 5.
(HILLMAN, LUMUMBA)
17. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1263 – 144 EAST COHEA STREET – \$4,020.00 – WARD 7.
(HILLMAN, LUMUMBA)
18. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1568 – 212 EAST COHEA STREET – \$4,922.00 – WARD 7.
(HILLMAN, LUMUMBA)
19. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1880 – 2752 HILLSIDE DRIVE – \$4,225.00 – WARD 4.
(HILLMAN, LUMUMBA)

20. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1498 – 2728 HILLSIDE DRIVE – \$5,000.00 – WARD 5. (HILLMAN, LUMUMBA)
21. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1567 – 204 EAST COHEA STREET – \$4,002.00 – WARD 7. (HILLMAN, LUMUMBA)
22. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176 – 226 GRANDVIEW CIRCLE– \$4,400.00 – WARD 7. (HILLMAN, LUMUMBA)
23. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-2157 – 2862 GREENWOOD AVENUE– \$4,999.00 – WARD 7. (HILLMAN, LUMUMBA)
24. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TO ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1451 – 1121 MACON STREET– \$4,830.00 – WARD 5. (HILLMAN, LUMUMBA)
25. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON

PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-1126 – 141 MAPLE RIDGE DRIVE– \$3,045.00 – WARD 7. (HILLMAN, LUMUMBA)

- 26. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2015-2147 – 201 KIMBROUGH DRIVE – \$4,122.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 27. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2014 – 1156 LUCEDALE STREET – \$4,918.00 – WARD 5. (HILLMAN, JORDAN)**
- 28. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1006 – 2877 ARBOR HILLS DRIVE – \$4,903.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 29. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1114 – 1107 LAMAR STREET – \$4,350.00 – WARD 7. (HILLMAN, LUMUMBA)**
- 30. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-2113 – 605 ROAD OF REMEMBRANCE – \$4,745.00 – WARD 4. (HILLMAN, LUMUMBA)**

31. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1252 – 270 MARLA AVE. – \$4,997.00 – WARD 5. (HILLMAN, LUMUMBA)
32. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1194 – 1126 MILL STREET – \$2,680.00 – WARD 7. (HILLMAN, LUMUMBA)
33. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1168 – 430 STILLWOOD DRIVE – \$4,956.00 – WARD 4. (HILLMAN, LUMUMBA)
34. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1342 – 154 S SUNSET TERRACE– \$4,246.00 – WARD 6. (HILLMAN, LUMUMBA)

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

35. ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS) (STOKES)
36. ORDINANCE PROHIBITING THE USE OF FACIAL RECOGNITION TECHNOLOGY BY THE JACKSON POLICE DEPARTMENT. (STAMPS)

37. ORDINANCE REQUIRING THAT THE SUBSTANTIVE PROVISIONS OF EACH PROPOSED CONTRACT APPEAR IN THE AGENDA ORDERS SUBMITTED TO THE CITY COUNCIL FOR APPROVAL. (BANKS)

REGULAR AGENDA

38. CLAIMS (HORTON, LUMUMBA)
39. PAYROLL (HORTON, LUMUMBA)
40. ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULT BIZ, LLC FOR THE IMPLEMENTATION, POST IMPLEMENTATION AND TRAINING FOR THE ERP AND PUBLIC SAFETY SYSTEM. (HORTON, LUMUMBA)
41. ORDER RATIFYING THE APPLICATION TO THE NATIONAL LEAGUE OF CITIES (NLC) LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM AND AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE SAME IN THE AMOUNT OF \$10,000 TO DEVELOP A PROJECT FOR THE PURPOSE OF CREATING KNOWLEDGE AND EXPERTISE IN URBAN RESILIENCE ISSUES. (BLAINE, LUMUMBA)
42. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CREDIT APPLICATION, SERVICES AGREEMENT, AND OTHER NECESSARY DOCUMENTS, WITH THE CORNER MARKET GROCERIES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT PROGRAM. (ALL WARDS) (KIDD, LUMUMBA)
43. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI - RUSSELL C. DAVIS PLANETARIUM AND STORAGEMAX FOR LEASE OF A STORAGE UNIT. (KIDD, LUMUMBA)
44. ORDER ACCEPTING THE DONATION OF A JAPANESE RED MAPLE TREE FROM BOB CANIZARO TO BE PLANTED AT BELHAVEN PARK, LOCATED AT 1000 POPLAR BOULEVARD, JACKSON, MISSISSIPPI. (WARD 7) (HARRIS, LUMUMBA)
45. ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON, CODE SERVICES DIVISION. (HILLMAN, LUMUMBA)
46. RESOLUTION OF THE MAYOR AND CITY COUNCIL DECLARING THE INTENTION TO MAKE A FORMAL REQUEST TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REQUEST POSSESSION OF REAL PROPERTY LOCATED ON CAPERS AVENUE, PARCEL 112-1, IN THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI. (HILLMAN, LUMUMBA)
47. ORDER RATIFYING PURCHASES OF STREET REPAIR MATERIALS FROM ADCAMP, INC. FOR MAY 2020 AND JUNE 2020 AND AUTHORIZING PAYMENTS. (WILLIAMS, LUMUMBA)

48. ORDER AMENDING THE JULY 21, 2020 ORDER ACCEPTING THE BID OF MISSISSIPPI LIME COMPANY FOR TWENTY-FOUR MONTH SUPPLY OF HYDRATED LIME WITH 1 YEAR OPTION (BID NO. 88597-060920). (WILLIAMS, LUMUMBA)
49. ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON GROUND WATER (WELL) SYSTEM. (WILLIAMS, LUMUMBA)
50. ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH. (WILLIAMS, LUMUMBA)
51. ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020. (WILLIAMS, LUMUMBA)
52. ORDER AUTHORIZING SALE OF CITY-OWNED MOTOR VEHICLES AND EQUIPMENT WITH IMPOUNDED AND ABANDONED VEHICLES AT PUBLIC AUCTION ON AUGUST 22, 2020. (WILLIAMS, LUMUMBA)
53. ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE. (WARD 1) (WILLIAMS, LUMUMBA)
54. ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR. (WARD 6) (WILLIAMS, LUMUMBA)
55. ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH APAC MISSISSIPPI, INC., FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929-00(008) LPA/107547, CITY PROJECT NUMBER 17B4002, (WARDS 1&3) (WILLIAMS, LUMUMBA)
56. ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901. (WARD 1) (WILLIAMS, LUMUMBA)
57. ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902. (WARD 2) (WILLIAMS, LUMUMBA)
58. ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1) (WILLIAMS, LUMUMBA)

59. ORDER AMENDING AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101. (WARD 2) (WILLIAMS, LUMUMBA)
60. ORDER AUTHORIZING FINAL PAYMENT TO SUNCOAST INFRASTRUCTURE, INC. FOR THE STORM SEWER REPAIR AT CONGRESS & CAPITOL STREET. (WARD 7) (WILLIAMS, LUMUMBA)
61. ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101. (WARD 1) (WILLIAMS, LUMUMBA)
62. ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WOODROW WILSON AVENUE/PROSPERITY STREET SEWER EMERGENCY REPAIRS. (WARD 3) (WILLIAMS, LUMUMBA)
63. ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PURPLE CREEK (WESTBROOK ROAD) SEWER EMERGENCY REPAIRS. (WARD 1) (WILLIAMS, LUMUMBA)
64. ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WHITE OAK CREEK (ADKINS BOULEVARD) SEWER EMERGENCY REPAIRS. (WARD 1) (WILLIAMS, LUMUMBA)
65. ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE EDGEWOOD STREET, EUCLID AVENUE AND ARLINGTON STREET SEWER EMERGENCY REPAIRS. (WARD 7) (WILLIAMS, LUMUMBA)
66. ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE MEDGAR EVERS BOULEVARD SEWER EMERGENCY REPAIRS. (WARD 3) (WILLIAMS, LUMUMBA)
67. ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE RAYMOND ROAD/SCANLON DRIVE SEWER EMERGENCY REPAIRS. (WARD 6) (WILLIAMS, LUMUMBA)
68. ORDER RATIFYING AN EMERGENCY CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE SEWER EMERGENCY REPAIRS. (WARD 6) (WILLIAMS, LUMUMBA)
69. ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF 2020 GRANT AGREEMENTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, AND 3-28-0038-021-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL

AVIATION ADMINISTRATION FOR THE PURPOSE OF PAYING OR REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR CERTAIN DIRECT COSTS IN CONNECTION WITH THE FOLLOWING PROJECTS AT HAWKINS FIELD AIRPORT (“HKS”) AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“JAN”): (I) PAVEMENT MANAGEMENT PLAN PROJECT AT JAN; (II) REPLACE WEST CONCOURSE ROOF PROJECT AT JAN; (III) PAVEMENT MANAGEMENT PLAN PROJECT AT HKS; AND (IV) REHABILITATE TAXIWAY DELTA, RECONSTRUCT TAXIWAY LIGHTING, AND RECONSTRUCT PERIMETER FENCING PROJECTS AT HKS. (HOWARD, LUMUMBA)

70. ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC #1803986-R-0500 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION. (HOWARD, LUMUMBA)
71. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “AMGUARD INSURANCE COMPANY A/S/O JP INVESTMENTS, LLC D/B/A VALERO GAS VS. CITY OF JACKSON” IN THE COUNTY COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 20-224. (HOWARD, LUMUMBA)
72. ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF “SUPERIOR ASPHALT INC. VS. THE CITY OF JACKSON” IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; CIVIL ACTION NO.: 19-478. (HOWARD, LUMUMBA)
73. RESOLUTION TO CONDUCT A STUDY AND EXECUTE A STRATEGY TO PROVIDE FREE HEALTH INSURANCE FOR ALL CITY OF JACKSON EMPLOYEES AND THEIR DEPENDENTS. (STAMPS)

DISCUSSION

74. DISCUSSION: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON DECLARING COVID-19 LOCAL EMERGENCY. (CITY COUNCIL)
75. DISCUSSION: ELECTION OF SCHOOL BOARD MEMBERS (BANKS)
76. DISCUSSION: 1 YEAR MORATORIUM ON SELLERS OF GUNS (BANKS)
77. DISCUSSION: CRIME (TOWING) (STOKES)
78. DISCUSSION: POLICY ANALYSTS (STOKES)
79. DISCUSSION: CASHLESS BUSINESSES (STAMPS)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

80. MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Official - 2020
2020-11-18
C.A.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 30, 2020 FOR THE FOLLOWING CASES:

2020-1070	2020-1103	2020-1104	2020-1106	2020-1107	2020-1108
2020-1109	2020-1110	2020-1116	2020-1118	2020-1122	2020-1125
2020-1126	2020-1127	2020-1129	2020-1130	2020-1131	2020-1132
2020-1133	2020-1134	2020-1136	2020-1137	2020-1138	2020-1139
2020-1140	2020-1141	2020-1143	2020-1145	2020-1146	2020-1147
2020-1149	2020-1151	2020-1152	2020-1154	2020-1189	2020-1190
2020-1199	2020-1201	2020-1203	2020-1204	2020-1205	2020-1208
2020-1210	2020-1212	2020-1213	2020-1215	2020-1216	2020-1217

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on June 30, 2020; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2020-1070: Parcel #430-361** located at **4573 KINGS HIGHWAY**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 2) **Case #2020-1103: Parcel #626-218** located at **3456 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Consent Agenda Item # 3
Agenda Date August 18, 2020
(Hillman, Lumumba)

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 3) **Case #2020-1104: Parcel #626-214** located at **3448 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 4) **Case #2020-1106: Parcel #1026-16-2** located at **680 LARSON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 5) **Case #2020-1107: Parcel #430-65** located at **155 WEST NORTHSIDE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 6) **Case #2020-1108: Parcel #517-496** located at **238 LAWRENCE ROAD**: After hearing testimony from owner **Marcus George**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *seven (7)* days to enter into a repair agreement expiring **July 7, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 7) **Case #2020-1109 Parcel #432-20** located at **4803 WINDERMERE TERRACE**: After hearing testimony from owner **Toveta Phillip**, hearing officer recommends that the

property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *seven (7)* days to enter into repair agreement expiring *July 7, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 8) **Case #2020-1110: Parcel #517-284** located at **239-41 LAWRENCE ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 9) **Case #2020-1116: Parcel #517-232** located at **411 BENNING ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, bushes saplings, and remove trash and debris, tires, clean curbside.

- 10) **Case #2020-1118: Parcel #429-381** located at **170 DEL RIO STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, bushes, saplings, and removing of trash and debris, tree parts, tires, clean curbside.

- 11) **Case #2020-1122: Parcel #741-212** located at **5960 RIVER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 12) **Case #2020-1125 Parcel #613-155** located at **237 ARCHER AVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 13) **Case #2020-1126: Parcel #613-268** located at **332 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 14) **Case #2020-1127: Parcel #613-269** located at **328 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 7

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 15) **Case #2020-1129: Parcel #613-230** located at **245 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 16) **Case #2020-1130: Parcel #209-97** located at **2740 HILLSIDE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 17) **Case #2020-1131: Parcel #613-231** located at **241 ARCHER AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property

be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 18) **Case #2020-1132: Parcel #810-57** located at **688 QUEEN JULIANNA LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 19) **Case #2020-1133: Parcel #642-191** located at **243 QUEEN ANNE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 20) **Case #2020-1134: Parcel #629-28** located at **4206 LARCHMONT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 21) **Case #2020-1136: Parcel #117-3** located at **3710-12 WEST CAPITOL STREET**: After hearing testimony from owner **Curtis Parker**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *seven (7)* days to enter into repair agreement expiring *July 7, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 22) **Case #2020-1137: Parcel #117-3-1** located at **3706-08 CAPITOL STREET**: : After hearing testimony from owner **Josephine P Parker**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *seven (7)* days to enter into repair agreement expiring *July 7, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 23) **Case #2020-1138: Parcel #629-27** located at **4204 LARCHMONT STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 24) **Case #2020-1139: Parcel #302-63** located at **1076 PEYTON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 25) **Case #2020-1140: Parcel #810-56** located at **680 QUEEN JULIANNA LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 26) **Case #2020-1141: Parcel #824-84** located at **1741 HAMPTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 27) **Case #2020-1143: Parcel #626-246** located at **3463 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cutting of grass & weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, wooden boards, crates, appliances, old furniture, old brick tires, Red Ford Truck, trailer with debris and tires.

- 28) **Case #2020-1145: Parcel #631-114** located at **1820 VENTURA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 29) **Case #2020-1146: Parcel #209-132** located at **2616 GLENN STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 30) **Case #2020-1147: Parcel #610-150** located at **306 SAVANNA STREET**: After hearing testimony from owner **Stephanie R Young**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *sixty (60)* days to cure expiring *August 30, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 31) **Case #2020-1149: Parcel #616-62** located at **2768 EMERALD DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 32) **Case #2020-1151: Parcel #616-102** located at **2668 SHANNON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of burned dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 33) **Case #2020-1152: Parcel #616-92** located at **2608 SHANNON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 34) **Case #2020-1154: Parcel #631-136** located at **1964 VENTURE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, fallen tree, wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tires. Clean curbside

- 35) **Case #2020-1189: Parcel #642-197** located at **207 QUEEN ANNE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Board-up and secure house and cut grass, weed, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires.

- 36) **Case #2020-1190: Parcel #642-370** located at **361 QUEEN MARIE LANE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Board-up and secure house and cut grass, weed, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires

- 37) **Case #2020-1199: Parcel #309-210** located at **313 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, crates, tires and clean curbside.

- 38) **Case #2020-1201: Parcel #301-7** located at **1208 ELLIS AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 5

Scope of Work: Cutting of grass, weeds, shrubbery, bushes, fence line, saplings and removing of trash and debris, crates and clean curbside.

- 39) **Case #2020-1203: Parcel #119-286** located at **342 ROSSLYN AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cutting of grass, weeds and removing of trash and debris, wooden boards and clean curbside.

- 40) **Case #2020-1204: Parcel #119-284** located at **352 ROSSLYN AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, crates, old bricks, tires and clean curbside.

- 41) **Case #2020-1205: Parcel #119-290** located at **330 ROSSLYN AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, wooden boards and clean curbside.

- 42) **Case #2020-1208: Parcel #626-28** located at **3431 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Board-up and secure house and cut grass, weeds shrubbery, fence line, bushes, saplings and remove trash and debris, fallen tree, tree limbs, tree parts, wooden boards, crates, appliances, building materials, furniture, bricks, tires and clean curbside.

- 43) **Case #2020-1210: Parcel #422-110** located at **3442 REDMOND AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tires, tree parts, clean curbside, and remove white Chrysler van.

- 44) **Case #2020-1212: Parcel #128-88-1** located at **0 BRANDON AVENUE/LOT NORTH OF 718 BRANDON AVENUE**: After hearing testimony from owner **Harvey Williams**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *fourteen (14)* days to enter into repair agreement expiring *July 14, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs tree parts, tires and clean curbside.

- 45) **Case #2020-1213: Parcel #410-457 located at 3835 SKYLINE DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 46) **Case #2020-1215: Parcel #410-440 located at 0 SKYLINE DRIVE/LOT NORTH OF 3619 SKYLINE DRIVE:** After hearing testimony from owner **James C Bryant St**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *fourteen (14)* days to enter into repair agreement expiring *July 14, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 47) **Case #2020-1216: Parcel #639-112 located at 4393 WELOTA DRIVE:** After hearing testimony from owner **Roy Brown**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded *thirty (30)* days to cure expiring *August 1, 2020*. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs tree parts, tires and clean curbside.

- 48) **Case #2020-1217: Parcel #425-477 located at 3610 BRAME AVENUE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings, and remove trash and debris, tree limbs, tree parts and clean curbside.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 07/13/2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Choke A. Lumumba

From:  Jordan Hillman
Director, Planning and Development

DATE: July 13, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JUNE 30, 2020 FOR THE FOLLOWING CASES: 2020-1070 2020-1103 2020-1104 2020-1106 2020-1107 2020-1108 2020-1109 2020-1110 2020-1116 2020-1118 2020-1122 2020-1125 2020-1126 2020-1127 2020-1129 2020-1130 2020-1131 2020-1132 2020-1133 2020-1134 2020-1136 2020-1137 2020-1138 2020-1139 2020-1140 2020-1141 2020-1143 2020-1145 2020-1146 2020-1147 2020-1149 2020-1151 2020-1152 2020-1154 2020-1189 2020-1190 2020-1199 2020-1201 2020-1203 2020-1204 2020-1205 2020-1208 2020-1210 2020-1212 2020-1213 2020-1215 2020-1216 2020-1217 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *Ch*

7/28/20
Date

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JULY 14, 2020 FOR THE FOLLOWING CASES:

2020-1155	2020-1156	2020-1158	2020-1159	2020-1160	2020-1162
2020-1163	2020-1164	2020-1165	2020-1166	2020-1167	2020-1168
2020-1169	2020-1170	2020-1171	2020-1172	2020-1173	2020-1174
2020-1175	2020-1177	2020-1178	2020-1179	2020-1181	2020-1182
2020-1226	2020-1227	2020-1228	2020-1229	2020-1230	

WHEREAS, Section 21-19-11 of the Mississippi Code as amended provides that a governing authority shall conduct a hearing to determine whether property or parcels of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, Section 21-19-11 of the Mississippi Code as amended sets forth the procedure for mailing and posting notice of the hearing; and

WHEREAS, hearings were held on July 14, 2020; and

WHEREAS, the hearing officer determined that notice was provided in accordance with Section 21-19-11 prior to the hearings; and

WHEREAS, after hearing testimony and reviewing evidence, the hearing officer made findings and recommendations for adjudication concerning certain parcels as follows:

- 1) **Case #2020-1155: Parcel #709-43 located at 128 VINE STREET:** After hearing testimony from owner **Ricky Cotton**, hearing officer recommends that the property be adjudicated as a menace to public health and safety; however, interested parties shall be afforded to enter into a repair agreement on **July 14, 2020**. If there is a default and the City proceeds with cleaning, hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 2) **Case #2020-1156: Parcel #737-86 located at 1308 WINTERVIEW DRIVE:** No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Consent Agenda Item # 4
Agenda Date August 18, 2020
(Hillman, Lumumba)

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 3) **Case #2020-1158: Parcel #53-81** located at **448 RIDGEWAY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 4) **Case #2020-1159: Parcel #72-29** located at **910 NORTH FARISH STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 5) **Case #2020-1160: Parcel #70-67** located at **243 EAST DAVIS STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 6) **Case #2020-1162: Parcel #116-106** located at **162 NORTH ALABAMA AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 7) **Case #2020-1163 Parcel #309-117** located at **341 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 8) **Case #2020-1164: Parcel #309-198** located at **308 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 9) **Case #2020-1165: Parcel #309-211** located at **311 FORD AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 10) **Case #2020-1166: Parcel #160-28** located at **1122 VALLEY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 11) **Case #2020-1167: Parcel #126-82** located at **328 VALLEY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 12) **Case #2020-1168: Parcel #410-395** located at **3702 SKYLINE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 13) **Case #2020-1169: Parcel #425-484** located at **3604 BRAME AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 14) **Case #2020-1170: Parcel #811-72** located at **5715 MAGNOLIA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 15) **Case #2020-1171: Parcel #811-3** located at **5618 MAGNOLIA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 16) **Case #2020-1172: Parcel #108-257** located at **2157 MORTON AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 17) **Case #2020-1173: Parcel #107-335** located at **1049 WOODROW WILSON**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 18) **Case #2020-1174: Parcel #624-94** located at **348 COOPER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 19) **Case #2020-1175: Parcel #626-252** located at **3511 ROSEMARY AVENUE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 20) **Case #2020-1177: Parcel #616-418** located at **2724 TERESA DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 21) **Case #2020-1178: Parcel #210-93** located at **2563 BELVEDERE DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 22) **Case #2020-1179: Parcel #633-398** located at **1205 DORGAN STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 23) **Case #2020-1181: Parcel #624-95-1** located at **342 COOPER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 24) **Case #2020-1182: Parcel #624-100** located at **316 COOPER ROAD**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

- 25) **Case #2020-1226: Parcel #101-118-19** located at **2974 MARION DUNBAR**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings, and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 26) **Case #2020-1227: Parcel #101-116-2** located at **0 DR MOTON STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 3

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings, and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 27) **Case #2020-1228: Parcel #101-95** located at **819 RIDGEWAY STREET**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires and clean curbside.

- 28) **Case #2020-1229: Parcel #411-46** located at **4326 SUNSET DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cutting of grass, weeds, shrubbery, fence line, bushes, saplings, and removing of trash and debris, tree limbs, tree parts, tires and clean curbside.

- 29) **Case #2020-1230: Parcel #619-111** located at **2902 FAIRHILL DRIVE**: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

Scope of Work: Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards; cut grass and weeds.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public health and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 07/14/2020
 DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	CITYWIDE
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	To be determined pending execution of contracts.
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From: Community Improvement
Planning and Development

DATE: July 14, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING CERTAIN PARCELS REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD JULY 14, 2020 FOR THE FOLLOWING CASES: 2020-1155 2020-1156 2020-1158 2020-1159 2020-1160 2020-1162 2020-1163 2020-1164 2020-1165 2020-1166 2020-1167 2020-1168 2020-1169 2020-1170 2020-1171 2020-1172 2020-1173 2020-1174 2020-1175 2020-1177 2020-1178 2020-1179 2020-1181 2020-1182 2020-1226 2020-1227 2020-1228 2020-1229 2020-1230 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176 – 226 GRANDVIEW CIRCLE – \$4,400.00 – WARD 7 ^{ca}

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2176 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, R&C SERVICES LLC, appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 226 GRANDVIEW CIRCLE for the sum of \$4,400.00; and

WHEREAS, R&C SERVICES LLC, has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 226 GRANDVIEW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$4,400.00 shall be paid to R&C SERVICES LLC, for the services provided from funds budgeted for the Division.

Consent Agenda Item # 5
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 07/21/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 7																																													
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8. COST	\$4,400.00																																													
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDS (001-444.70-6485)																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 21, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2176.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

cc

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176- 226 GRANDVIEW CIRCLE- \$4,400.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *CG*

7/28/20

Date

OFFICE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2014-2875 – 1913 BIENVILLE DRIVE – \$5,299.00 – WARD 6

WHEREAS, on June 16, 2015, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 24, 2015 for Case 2014-2875 located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, LOVE TRUCKING INC., appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1913 BIENVILLE DRIVE for the sum of \$5,299.00; and

WHEREAS, LOVE TRUCKING INC., has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING INC., to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1913 BIENVILLE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,299.00 shall be paid to LOVE TRUCKING INC., for the services provided from funds budgeted for the Division.

Consent Agenda Item # 6
Agenda Date August 18,
2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **07/16/2020**
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 4
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$5,299.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 16, 2020

Ref: Agenda Item

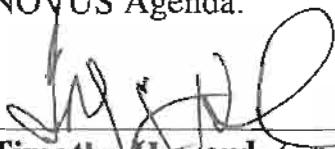
The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2014-2875.

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC., TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2014-2875- 1913 BIENVILLE DRIVE- \$5,299.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney


Chandra Sayten, Deputy City Attorney Ch

7/28/10
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2175 – 402 GRANDVIEW CIRCLE – \$4,000.00 – WARD 7

ca

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2175 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, R&C SERVICES LLC, appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 402 GRANDVIEW CIRCLE for the sum of \$4,000.00; and

WHEREAS, R&C SERVICES LLC, has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 402 GRANDVIEW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$4,000.00 shall be paid to R&C SERVICES LLC, for the services provided from funds budgeted for the Division.

Consent Agenda Item # 7
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/21/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3.	Who will be affected	All City of Jackson residents																																													
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6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 21, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2175.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2175- 402 GRANDVIEW CIRCLE- \$4,000.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CL

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2174 – 141 GRANDVIEW CIRCLE – \$2000.00 – WARD 7

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2174 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, R&C SERVICES LLC appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 141 GRANDVIEW CIRCLE for the sum of \$2000.00; and

WHEREAS, R&C SERVICES LLC has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 141 GRANDVIEW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$2000.00 shall be paid to R&C SERVICES LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 8
Agenda Date August 18,
2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 07/21/2020
 DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 21, 2020

Ref: Agenda Item

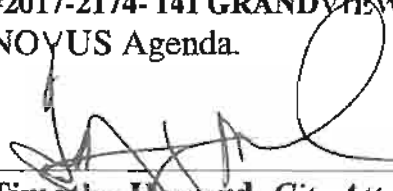
The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2174.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2174- 141 GRANDVIEW CIRCLE- \$2,000.00 is legally sufficient for placement in NOYUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2177 – 140 GRANDVIEW CIRCLE – \$2000.00 – WARD 7

Ca

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2177 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, R&C SERVICES LLC. appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 140 GRANDVIEW CIRCLE for the sum of \$2000.00; and

WHEREAS, R&C SERVICES LLC. has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC. to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 140 GRANDVIEW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$2000.00 shall be paid to R&C SERVICES LLC. for the services provided from funds budgeted for the Division.

Consent Agenda Item # 9
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/21/2020

DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																														
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life 																														
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5.	Schedule (beginning date)	To be determined pending execution of contracts.																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	WARD 7																														
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																														
8.	COST	\$2000.00																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	GENERAL FUNDS (001-444.70-6485)																														
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 25%;">WAIVER</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 10%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	NABE	_____ %	WAIVER	yes _____	no _____	N/A _____
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 21, 2020

Ref: Agenda Item

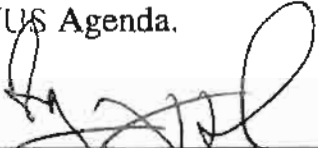
The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2177.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2177- 140 GRANDVIEW CIRCLE- \$2,000.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney *CG*

7/28/20

Date

OFFICE OF THE
CITY CLERK
JACKSON, MISSISSIPPI
ca

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2100 – 558 HEATHERWOOD DRIVE – \$5,000.00 – WARD 6

WHEREAS, on March 19, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 15, 2019 for Case 2018-2100 located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 558 HEATHERWOOD DRIVE for the sum of \$5,000.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 558 HEATHERWOOD DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 10
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 6
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$5,000.00
9.	Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2018-2100.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2100- 558 HEATHERWOOD DRIVE - \$5,000.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

7/28/20
Date

OFFICE OF THE CITY ATTORNEY
ca

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1191 – 115 CULPEPPER DRIVE – \$5,000.00 – WARD 7

CG
11/10/19

WHEREAS, on August 6, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 9, 2019 for Case 2019-1191 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 115 Culpepper Drive for the sum of \$5,000.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 115 Culpepper Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 11
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1191.

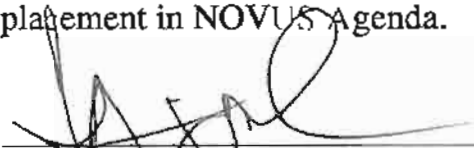
Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1191- 115 CULPEPPER DRIVE - \$5,000.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Noward, City Attorney

Chandra Gayten, Deputy City Attorney Ch

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1163 – 206 WHITFIELD STREET – \$4,076.00 – WARD 7

1-11-20
CA

WHEREAS, on July 23, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1163 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 206 WHITFIELD STREET for the sum of \$4,076.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of [Company Address].

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 206 WHITFIELD STREET deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,076.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 12
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1163.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1163- 206 WHITFIELD STREET- \$4,076.00 is legally sufficient for placement in NOVUS Agenda. CA



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CA

7/20/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1198 – 204 WHITFIELD STREET – \$4,098.00 – WARD 7

C

WHEREAS, on August 6, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 9, 2019 for Case 2019-1198 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 204 Whitfield Street for the sum of \$4,098.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 204 Whitfield Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,098.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 13
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8. COST	\$4,098.00																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1198.

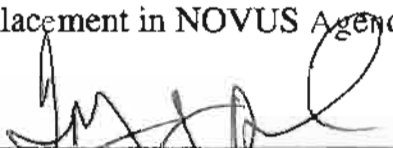
Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1198- 204 WHITFIELD STREET- \$4,098.00 is legally sufficient for placement in NOVUS Agenda. Ca



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ca

7/28/21
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1266 – 1008 BLAIR STREET – \$4,416.00 – WARD 7

WHEREAS, on August 20, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 30, 2019 for Case 2019-1266 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 1008 Blair Street for the sum of \$4,416.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 1008 Blair Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,416.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item # 14
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ▪ WARD • CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 7
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$4,416.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1266.

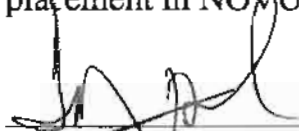
Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1266- 1008 BLAIR STREET - \$4,416.00 is legally sufficient for placement in NOXUS Agenda. Ca



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ca

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-1315 – 1049 BRANCH STREET – \$4,980.00 – WARD 6

ca

WHEREAS, on June 28, 2016 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on May 3, 2016 for Case 2016-1315 located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones , agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 1049 Branch street for the sum of \$4,980.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 1049 Branch street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,980.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item # 15
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 6
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$4,980.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2016-1315.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-1315- 1049 BRANCH STREET - \$4,980.00 is legally sufficient for placement in NOVUS Agenda. cc



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

7/28/20

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2013 – 1160-70 LUCEDALE STREET – \$4,898.00 – WARD 5

WHEREAS, on May 14, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 18, 2018 for Case 2018-2013 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 1160-70 Lucedale Street for the sum of \$4,898.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 1160-70 Lucedale Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,898.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division

Consent Agenda Item # 16
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 5																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2018-2013.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2013- 1160-70 LUCEDALE STREET \$4,898.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

7/28/20
Date

OFFICE OF THE CITY ATTORNEY
CG

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1263 – 144 EAST COHEA STREET – \$4,020.00 – WARD 7

ca

WHEREAS, on August 20, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 30, 2019 for Case 2019-1263 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 144 East Cohea Street for the sum of \$4,020.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 144 East Cohea Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,020.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 17
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1263.

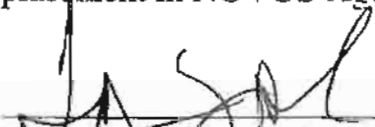
Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1263- 144 EAST COHEA STREET - \$4,020.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

7/25/20
Date

Ch

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1568 – 212 EAST COHEA STREET – \$4,922.00 – WARD 7

WHEREAS, on March 3, 2020 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 14, 2020 for Case 2020-1568 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 212 East Cohea Street for the sum of \$4,922.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 212 East Cohea Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,922.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 18
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7																																													
7. Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2020-1568.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2020-1568- 212 EAST COHEA STREET - \$4,922.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

7/24/20

Date

CG

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1880 – 2752 HILLSIDE DRIVE – \$4,225.00 – WARD 4

WHEREAS, on January 30, 2018 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 24, 2017 for Case 2017-1880 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 2752 HILLSIDE DRIVE for the sum of \$4,225.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 2752 HILLSIDE DRIVE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,225.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 19
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **07/27/2020**
 DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	WARD 4																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8. COST	\$4,225.00																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2017-1880.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWN CARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-1880- 2752 HILLSIDE DRIVE - \$4,225.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

7/28/21
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1498 – 2728 HILLSIDE DRIVE – \$5,000.00 – WARD 5

CG

WHEREAS, on December 10, 2019 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 9, 2019 for Case 2019-1498 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 2728 Hillside Drive for the sum of \$5,000.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 2728 Hillside Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,000.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 20
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/27/2020

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 5
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$5,000.00
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWNCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1498.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1498- 2728 HILLSIDE DRIVE - \$5,000.00 is legally sufficient for placement in NOVUS Agenda. C



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CA

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1567 – 204 EAST COHEA STREET – \$4,002.00 – WARD 7 Ca

WHEREAS, on March 3, 2020 the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 14, 2020 for Case 2019-1567 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, XQUISITE LAWCARE, LLC appeared next on the rotation list and through its representative, Steven Jones, agreed to demolish structure, foundation, steps, driveway, and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires; clean curbside, and remedy conditions constituting a menace to public health and welfare for the parcel located at 204 East Cohea Street for the sum of \$4,002.00; and

WHEREAS, XQUISITE LAWCARE, LLC has a principal office address of 1737 Brecon Drive, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with XQUISITE LAWCARE, LLC to cut vegetation and remedy conditions on the property located at 204 East Cohea Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,002.00 shall be paid to XQUISITE LAWCARE, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 21
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **07/27/2020**
DATE

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,002.00																																													
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor, Chokwe A Lumumba

FROM: Jordan Hillman
Director of Planning and Development
Community Improvement Division

DATE: July 27, 2020

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **XQUISITE LAWCARE, LLC/dba/ JONES, STEVEN** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case: 2019-1567.

Thank you for your consideration.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWCARE, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1567- 204 EAST COHEA STREET - \$4,002.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney Ch

7/28/20
Date

Ca

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176 – 226 GRANDVIEW CIRCLE – \$4,400.00 – WARD 7

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 23, 2018 for Case 2017-2176 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, R&C SERVICES LLC, appeared next on the rotation list and through its representative, Raymond Granderson, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 226 GRANDVIEW CIRCLE for the sum of \$4,400.00; and

WHEREAS, R&C SERVICES LLC, has a principal office address of 987 Gore Road, Jackson Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with R&C SERVICES LLC, to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 226 GRANDVIEW CIRCLE deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER ORDERED that a sum not to exceed \$4,400.00 shall be paid to R&C SERVICES LLC, for the services provided from funds budgeted for the Division.

Consent Agenda Item # 22
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/21/2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
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6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,400.00																																													
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: July 21, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **GRANDERSON, RAYMOND/dba/R&C SERVICES LLC**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2176.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

ca
This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES LLC, TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2176- 226 GRANDVIEW CIRCLE- \$4,400.00 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney (w)

7/28/20
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2017-2157 – 2862 GREENWOOD AVENUE – \$4,999.00 – WARD 7

PK

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 6, 2018 for Case 2017-2157 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** appeared next on the rotation list and through its representative, Elton Smith , agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2862 Greenwood Avenue for the sum of \$4,999.00; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2862 Greenwood Avenue deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,999.00 shall be paid to **ACA DEMOLITION & PROJECT GROUP, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 23
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
3.	Who will be affected	All City of Jackson residents				
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.				
5.	Schedule (beginning date)	To be determined pending execution of contracts.				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT				
8.	COST	\$4,999.00				
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item


The attached agenda item is an Order requesting that the Mayor execute a contract with **Aca DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON,** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2017-2157.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2017-2157 - 2862 GREENWOOD AVENUE - \$4,999.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney *Ch*

8/5/20

DATE

2019-1451
8/18/20

cc

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1451 – 1121 MACON STREET – \$4,830.00 – WARD 5

WHEREAS, on November 12, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 22, 2019 for Case 2019-1451 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1121 Macon Street for the sum of \$4,830.00; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1121 Macon Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,830.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item #24
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

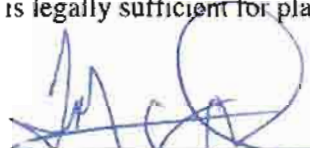
The attached agenda item is an Order requesting that the Mayor execute a contract with **AcA DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1451.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1451 - 1121 MACON STREET - \$4,830.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney CL

8/5/21

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-1126 – 141 MAPLE RIDGE DRIVE – \$3,045.00 – WARD 7

WHEREAS, on May 17, 2016, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on February 23, 2016 for Case 2016-1126 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 141 maple ridge drive for the sum of \$3,045.00; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 141 maple ridge drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$3,045.00 shall be paid to **ACA DEMOLITION & PROJECT GROUP, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 25
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$3,045.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABÉ _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBÉ _____ % WAIVER yes _____ no _____ N/A _____ HBÉ _____ % WAIVER yes _____ no _____ N/A _____ NABÉ _____ % WAIVER yes _____ no _____ N/A _____

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

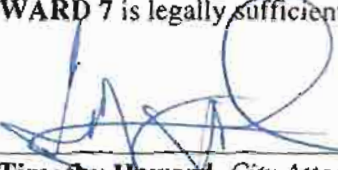
The attached agenda item is an Order requesting that the Mayor execute a contract with **AcA DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2016-1126.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2016-1126 - 141 MAPLE RIDGE DRIVE - \$3,045.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Chandra Gayten, Deputy City Attorney 



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2015-2147 – 201 KIMBROUGH DRIVE – \$4,122.00 – WARD 7

WHEREAS, on August 11, 2015, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 9, 2015 for Case 2015-2147 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 201 Kimbrough Drive for the sum of \$4,122.00; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 201 Kimbrough Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,122.00 shall be paid to **ACA DEMOLITION & PROJECT GROUP, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 26
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	Who will be affected	All City of Jackson residents
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.
5.	Schedule (beginning date)	To be determined pending execution of contracts.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 7
7.	Action Implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT
8.	COST	\$4,122.00
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___



MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

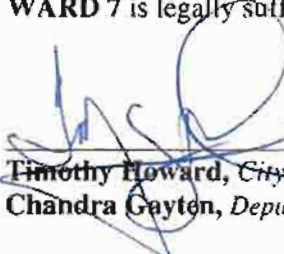
The attached agenda item is an Order requesting that the Mayor execute a contract with **AcA DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2015-2147.

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2015-2147 - 201 KIMBROUGH DRIVE - \$4,122.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

8/5/20

DATE

8/15/20
LCH
CR

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-2014 – 1156 LUCEDALE STREET – \$4,918.00 – WARD 5

WHEREAS, on May 14, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on December 18, 2018 for Case 2018-2014 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1156 Lucedale Street for the sum of \$4,918.00; and

WHEREAS, **ACA DEMOLITION & PROJECT GROUP, LLC** has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **ACA DEMOLITION & PROJECT GROUP, LLC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1156 Lucedale Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,918.00 shall be paid to **ACA DEMOLITION & PROJECT GROUP, LLC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 27
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life				
3.	Who will be affected	All City of Jackson residents				
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.				
5.	Schedule (beginning date)	To be determined pending execution of contracts.				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 5				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT				
8.	COST	\$4,918.00				
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)				
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A _____
		AABE _____%	WAIVER	yes _____	no _____	N/A _____
		WBE _____%	WAIVER	yes _____	no _____	N/A _____
		HBE _____%	WAIVER	yes _____	no _____	N/A _____
		NABE _____%	WAIVER	yes _____	no _____	N/A _____

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

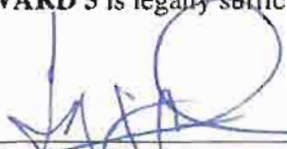
The attached agenda item is an Order requesting that the Mayor execute a contract with **Aca DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON,** for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-2014.

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-2014 - 1156 LUCEDALE STREET - \$4,918.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 



DATE

Top
2/18/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1006 – 2877 ARBOR HILLS DRIVE – \$4,903.00 – WARD 7

Ca

WHEREAS, on March 27, 2018, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on January 30, 2018 for Case 2018-1006 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 2877 Arbor Hills Drive for the sum of \$4,903.00; and

WHEREAS, ACA DEMOLITION & PROJECT GROUP, LLC has a principal office address of 120 Hillcroft Place, Jackson Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA DEMOLITION & PROJECT GROUP, LLC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 2877 Arbor Hills Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,903.00 shall be paid to ACA DEMOLITION & PROJECT GROUP, LLC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 28
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **Aca DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1006.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1006 - 2877 ARBOR HILLS DRIVE - \$4,903.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CA

8/15/20

DATE

OFFICE OF THE CITY CLERK
8/15/20
JCS
26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2018-1114 – 1107 LAMAR STREET – \$4,350.00 – WARD 7

WHEREAS, on March 19, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on April 3, 2018 for Case 2018-1114 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, LOVE TRUCKING CO., INC appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1107 Lamar Street for the sum of \$4,350.00; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1107 Lamar Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,350.00 shall be paid to LOVE TRUCKING CO., INC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 29
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2018-1114.

Office of the City Attorney

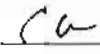
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2018-1114 - 1107 LAMAR STREET -\$4,350.00 - WARD 7 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Chandra Gayten, *Deputy City Attorney* 



DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2016-2113 – 605 ROAD OF REMEMBRANCE – \$4,745.00 – WARD 4

WHEREAS, on February 7, 2017, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on November 29, 2016 for Case 2016-2113 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, LOVE TRUCKING CO., INC appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 605 Road Of Remembrance for the sum of \$4,745.00; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING CO., INC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 605 Road Of Remembrance deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,745.00 shall be paid to **LOVE TRUCKING CO., INC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 30
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**

DATE

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3.	Who will be affected	All City of Jackson residents																																													
4.	Benefits	The demolition of structures and cleaning of those properties will improve the conditions of communities and will also remove and/or deter threats to improve the public health, safety, and welfare of surrounding residents and communities.																																													
5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 4																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,745.00																																													
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2016-2113.

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

9/5/20
OFFICE OF THE CITY ATTORNEY

CK
This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2016-2113 - 605 ROAD OF REMEMBERANCE - \$4,745.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

8/5/20

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1252 – 270 MARLA AVE – \$4,997.00 – WARD 5

Ca

WHEREAS, on August 6, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 23, 2019 for Case 2019-1252 located in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **LOVE TRUCKING CO., INC** appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 270 Marla Ave for the sum of \$4,997.00; and

WHEREAS, **LOVE TRUCKING CO., INC** has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING CO., INC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 270 Marla Ave deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,997.00 shall be paid to **LOVE TRUCKING CO., INC** for the services provided from funds budgeted for the Division.

Consent Agenda Item #31
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	This item provides for the demolition and removal of structures, foundation, steps, driveway and cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
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5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 5																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **AcA DEMOLITION & PROJECT GROUP LLC/dba/SMITH, ELTON.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1252.

Office of the City Attorney

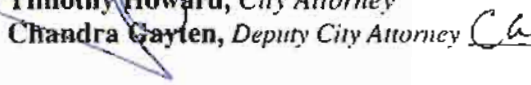
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1252 - 270 MARLA AVE - \$4,997.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda. CC



Timothy Howard, City Attorney



Chandra Gayten, Deputy City Attorney

8/5/20

DATE

8/15/20
TCL
8/15/20
CC

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1194 – 1126 MILL STREET – \$2,680.00 – WARD 7

WHEREAS, on August 6, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on July 9, 2019 for Case 2019-1194 located in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, LOVE TRUCKING CO., INC appeared next on the rotation list and through its representative, Dennis Love , agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 1126 Mill Street for the sum of \$2,680.00; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING CO., INC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 1126 Mill Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$2,680.00 shall be paid to **LOVE TRUCKING CO., INC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 32
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**

DATE

POINTS	COMMENTS																																													
1.	Brief Description/Purpose																																													
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MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1194.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1194 - 1126 MILL STREET - \$2,680.00 - WARD is legally sufficient for placement in NOVUS Agenda. CK



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CK

8/5/20

DATE

OFFICE OF THE CITY CLERK
8/5/20
168

Ca

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1168 – 430 STILLWOOD DRIVE – \$4,956.00 – WARD 4

WHEREAS, on July 23, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on June 18, 2019 for Case 2019-1168 located in Ward 4 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, **LOVE TRUCKING CO., INC** appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 430 Stillwood Drive for the sum of \$4,956.00; and

WHEREAS, **LOVE TRUCKING CO., INC** has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with **LOVE TRUCKING CO., INC** to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 430 Stillwood Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,956.00 shall be paid to **LOVE TRUCKING CO., INC** for the services provided from funds budgeted for the Division.

Consent Agenda Item # 33
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/03/2020
 DATE

POINTS		COMMENTS																																													
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3.	Who will be affected	All City of Jackson residents																																													
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5.	Schedule (beginning date)	To be determined pending execution of contracts.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	WARD 4																																													
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT UNIT																																													
8.	COST	\$4,956.00																																													
9.	Source of Funding ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	GENERAL FUNDS (001-444.70-6485)																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

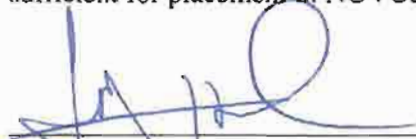
The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1168.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1168 - 430 STILLWOOD DRIVE - \$4,956.00 - WARD 4 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney

Ca

8/5/20
DATE

OFFICE OF THE CITY ATTORNEY
8/15/20
CW

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 FOR CASE #2019-1342 – 154 S. SUNSET TERRACE – \$4,246.00 – WARD 6

WHEREAS, on October 1, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 10, 2019 for Case 2019-1342 located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department has a system in which vendors performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare are rotated; and

WHEREAS, LOVE TRUCKING CO., INC appeared next on the rotation list and through its representative, Dennis Love, agreed to demolish structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, , crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 154 S. Sunset Terrace for the sum of \$4,246.00; and

WHEREAS, LOVE TRUCKING CO., INC has a principal office address of 761 Woodlake Drive, Jackson Mississippi 39206.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with LOVE TRUCKING CO., INC to demolish structure, foundation, steps, driveway and/or cut vegetation and remedy conditions on the property located at 154 S. Sunset Terrace deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,246.00 shall be paid to LOVE TRUCKING CO., INC for the services provided from funds budgeted for the Division.

Consent Agenda Item # 34
Agenda Date August 18, 2020
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **08/03/2020**
 DATE

POINTS		COMMENTS																																													
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Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman
Director Planning and Development

DATE: August 3, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with **LOVE TRUCKING INC.**, for the demolition and removal of structural (s), foundation, steps, driveway, and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1342.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #2019-1342 - 154 S. SUNSET TERRACE - \$4,246.00 - WARD 6 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney



Chandra Gayten, Deputy City Attorney *CA*

8/5/20

DATE

OFFICE OF THE CITY ATTORNEY
TCS
2012

ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS)

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Ordinance; and

WHEREAS, the adjustment in minimum wage for the employees of the City of Jackson is timely; and

WHEREAS, the adjustment of the minimum wage in the City of Jackson to Fifteen Dollars (\$15.00) per hour will make the City of Jackson's pay structure in line with the minimum wage of many employers.

NOW, THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 2-168 of the Jackson Code of Ordinances is amended as follows:

Unless contrary to federal, state or local law:

(1) Effective October 1, 2020, minimum hourly wage for city employees, ~~excluding participants of the 2015 Mayor's Summer Youth Employment Program~~, shall be \$15.00.

~~(2) An annual incremental hourly wage increase of \$0.95 shall be made for two consecutive years and shall be made effective at the beginning of each fiscal year as follows:~~

~~a. Beginning October 1, 2015, the minimum hourly wage for city employees shall be \$9.70.~~

~~b. Beginning October 1, 2016, the minimum hourly wage for city employees shall be \$10.65.~~

(3) Each city employee shall certify to the city personnel department that the employee will be compensated at a rate of pay not less than the minimum hourly wage in effect, as set forth by this section.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 3. This ordinance shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

Adoption of Ordinance #35
Agenda Date August 18, 2020
(STOKES)

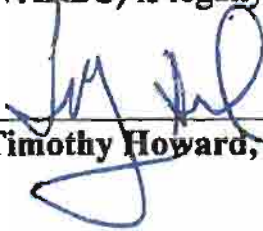
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/16/20

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING SECTION 2-168 OF THE JACKSON CODE OF ORDINANCES - CITY EMPLOYEE WAGE REQUIREMENTS. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

7/16/20
Date

**ORDINANCE PROHIBITING THE USE OF FACIAL RECOGNITION TECHNOLOGY
BY THE JACKSON POLICE DEPARTMENT**

WHEREAS, facial recognition technology (FRT) identifies an individual, captures information about an individual, logs characteristics of an individual's face, head, or body to infer emotion, associations, activities, or the location of an individual.

WHEREAS, facial recognition technology has the potential to be an invasion of privacy. It poses unique and significant threats to the civil rights and civil liberties of American citizens. San Francisco, CA; Somerville, MA; and Oakland, CA have all passed legislation banning FRT.

WHEREAS, studies have shown that facial recognition surveillance programs routinely identifies the wrong person. These errors have real-world impacts, including harassment, wrongful imprisonment, and deportation.

WHEREAS, facial recognition software has been shown to programmatically misidentify people of color, women, and children: thus supercharging discrimination and putting vulnerable people at greater risk of systemic abuse.

WHEREAS, law enforcement officers frequently search facial recognition databases without warrants or even reasonable suspicion of wrongdoing thus violating the Fourth Amendment and basic human rights.

WHEREAS, police officers across the United States routinely abuse confidential databases to spy on exes, business partners, neighbors, and journalists.

IT IS THEREFORE ORDAINED that the use of facial recognition technology by the Jackson Police Department is hereby prohibited in the City of Jackson.

Adoption of Ordinance #36
Agenda Date August 18, 2020
(Stamps)

ORDINANCE REQUIRING THAT THE SUBSTANTIVE PROVISIONS OF EACH PROPOSED CONTRACT APPEAR IN THE AGENDA ORDERS SUBMITTED TO THE CITY COUNCIL FOR APPROVAL.

WHEREAS, the City of Jackson operates under the mayor-council form of government with a full-time mayor elected at-large and seven part-time council members elected (one each) from the seven wards.; and,

WHEREAS, the Mayor and the City Council, together, comprise the governing authorities for the City of Jackson, Mississippi; and.

WHEREAS, the City Council is authorized by Section 21-8-9 of the Mississippi Code of 1972, as amended, to serve as the legislative branch for the city. Each member of the council is empowered to perform the duties specified by the general laws of the state; and.

WHEREAS, the only way the City may enter a binding contract is by a valid order duly entered upon its minutes.

WHEREAS, contracts and every other substantial action taken by the City must be evidenced by entries on its minutes, and can be evidenced in no other way; and

WHEREAS, under Mississippi law, it is incumbent upon persons or artificial entities (i.e., corporations, partnerships, limited partnerships, limited liability companies, etc.) making contracts with a municipality to see that they are legal contracts; further, it is the responsibility of the entity contracting with the municipality, not the responsibility of the municipality itself, to ensure that the contract is properly recorded on the minutes of the municipality; and,

WHEREAS, the City Council finds that it is imperative that the substantive provisions of each proposed contract appear in the proposed agenda order relating to each proposed contract; and

WHEREAS, the City Council finds that it is imperative that substantive provisions of each contract approved by the City Council must be entered and appear in the City Council's minutes in order to be binding upon the City; and

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT the following new Sections be added to Chapter 2, Article VI, Division 3 of the Jackson Code of Ordinances:

DIVISION 3. – CONTRACTS

Sec. 2-583. – The Substantive Provisions of Proposed Contracts Must be Submitted to the City Council for Approval.

The substantive provisions of each proposed contract must appear in the proposed agenda order seeking to authorize each proposed contract. The term "substantive provision" includes, but is not limited to, the following terms and/or conditions:

Adoption of Ordinance #37
Agenda Date August 18, 2020
(Banks)

- a. The term or length of the service;
- b. The effective date and termination date;
- c. The scope of work or service to be performed;
- d. The fees, expenses, or charges to be paid;
- e. Limitation on the aggregate amount of funds to be expended under the contract;
- f. The legal name of each and every party to the contract;
- g. The domicile and business address of each party to the contract;
- h. Any other provision asserted to be “substantive” by the person(s) within the City (i.e., Mayor, Department Director, City Attorney, and/or Council Member(s)) who placed the order for the contract on the agenda;
- i. Any other provision asserted to be “substantive” by the entity seeking to enter a contract with the City.

Sec. 2-584. – The City bound only by approved substantive provisions

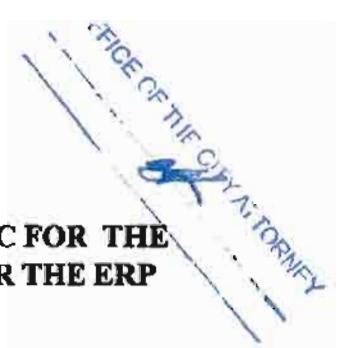
The substantive provisions of each contract approved by the City Council must be entered, and appear, in the City Council’s minutes in order to be binding upon the City.

Sec. 2-585. – Contracting party’s affirmative duty to assert substantive provisions.

It is incumbent upon persons, or artificial entities (i.e., corporations, partnerships, limited partnerships, limited liability companies, etc.), entering into contracts with the City, or seeking to do so, to:

- a. Make certain that they are legal contracts; further, it is the responsibility of each entity contracting with the City, not the responsibility of the City itself, to ensure that the substantive provisions of the contract are properly recorded on the minutes of the City.
- b. Make certain that provisions the entity deems “substantive” are brought to the attention of the governing authorities prior to the related agenda order being voted upon by the City Council. The City will not be bound by such provisions if they are not approved and entered upon the City Council minutes.

IT IS FURTHER ORDAINED THAT the afore-mentioned new Sections to Chapter 2, Article VI, Division 3 of the Jackson Code of Ordinances, shall become effective thirty (30) days after passage, and upon publication in accordance with Section 21-13-11 of the Mississippi Code Annotated, As Amended.



ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULT BIZ, LLC FOR THE IMPLEMENTATION, POST IMPLEMENTATION AND TRAINING FOR THE ERP AND PUBLIC SAFETY SYSTEM

WHEREAS, the City of Jackson, Mississippi ("City") selected an Enterprise Resource Planning System ("ERP") and Kronos System; and

WHEREAS, the City entered into an agreement with Result Biz, LLC ("Result Biz") in December 2018 to assist the Information Systems staff in completing implementation of the ERP and Kronos System; and

WHEREAS, Result Biz will assist with on-going training and reporting for all Tyler's Modules including the following: Finance, Purchasing, HR, Parks and Recreation, Human Cultural, City wide Point of Sale system, Fire, Police, 911, City-wide imaging system, work order system for the Municipal Garages and record management system for all City of Jackson Facilities.

WHEREAS, Result Biz (will assist the Information Systems Division in developing an Information Technology Learning Community System (ITLCS) that will create a new high level, turnkey system under which policies, procedures and processes will be established for ongoing training for all employees including new hires and promotions; and

WHEREAS, it is in the City's best interest that all employees utilizing the ERP and Public Safety Systems are adequately trained in addition to developing training materials and online training videos for future employees; and

WHEREAS, the Information Systems Division recommends entering into a professional service agreement with Result Biz at a cost not to exceed \$130,000.00 per year beginning at execution until August 1, 2023.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a professional service agreement with Result Biz, LLC providing for the implementation, post implementation and training for the ERP and Public Safety System at a cost not to exceed \$130,000.00 per year beginning at execution until August 1, 2023.

Agenda Item #40
August 18, 2020
(Horton, Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH RESULT BIZ FOR THE IMPLEMENTATION, POST IMPLEMENTATION AND TRAINING FOR THE ERP AND PUBLIC SAFETY SYSTEM** is legally sufficient for placement in NOYUS Agenda.



Timothy Howard, *City Attorney*

Brianna Keeler, *Deputy City Attorney*_____



Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/4/2020
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	Brief Description	Result Biz, LLC will assist with on-going training and reporting for all Tyler's Modules including the following: Finance, Purchasing, HR, Parks and Recreation, Human Cultural, City wide Point of Sale system, Fire, Police, 911, City-wide imaging system, work order system for the Municipal Garages and record management system for all City of Jackson Facilities. Moreover, Result Biz will assist the Information System Department in creating the New (ITLCS) that will create a new high level, turnkey system under which policies, procedures and processes.
2.	Purpose	Provide quality training for current and future employees. Establish IT Learning Community System.
3.	Who will be affected	All Departments
4.	Benefits	This professional service agreement will assist in implementation, post implementation, and training for our new ERP and Public Safety System.
5.	Schedule (beginning date)	Upon Execution until August 1, 2023.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration – Information Systems Division
8.	COST	Not to exceed \$130,000.00.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund Other Professional Services – 004.904.00.6419 \$130,000.00
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Department of Administration



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

Date: August 4, 2020
To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director of Administration *alw*
Subject: Professional Service Agreement with Result Biz, LLC

In 2018, the City entered into a professional service agreement with Result Biz, LLC, a local Jackson, Mississippi company, to assist with implementation of Tyler Technologies' enterprise resource planning ("ERP") software.

The attached quote is to extend the professional service agreement with Result Biz. As a result of extending the agreement, Result Biz will continue to assist Information Systems during implementation as well as assist with post implementation training and developing an Information Technology Learning Community System.

Information Systems recommends entering into a professional service agreement with Result Biz, LLC for a cost not to exceed \$130,000.00 per year for a period of three (3) years until August 1, 2023.

/fkw

OFFICE OF THE CITY ATTORNEY
4/2/20

ORDER RATIFYING THE APPLICATION TO THE NATIONAL LEAGUE OF CITIES (NLC) LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM AND AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE SAME IN THE AMOUNT OF \$10,000 TO DEVELOP A PROJECT FOR THE PURPOSE OF CREATING KNOWLEDGE AND EXPERTISE IN URBAN RESILIENCE ISSUES

WHEREAS, the National League of Cities (NLC) has selected the City of Jackson, Mississippi (“City of Jackson”) as one of eight cities to join its 2020 Leadership in Community Resilience program, which is designed to develop and advance the emerging city-level models for pursuing resilience objectives; and

WHEREAS, urban resilience is a proactive and comprehensive framework for reducing risk and improving operations within the private sector and at all levels of government; and

WHEREAS, knowledge and experience in urban resilience gained among the 2020 cohort will be shared with program participants, as well as with cities across the country; and

WHEREAS, the City of Jackson is focused on strategies for providing relief and assistance to those communities most impacted by climate stressors such as heat, cold, storms, fires, and drought, and to reduce mortality and prevent illness associated with Urban Heat Island (UHI) in Jackson; and

WHEREAS, the City of Jackson is invested in heat mitigation/ heat preparedness and implementing strategies such as heat mapping, solar energy, repurposing unoccupied structures and drawing on the benefits of trees and foliage to establish effective and natural cooling environments; and

WHEREAS, experts in the fields of climate change and public health are working with City of Jackson officials in a climate mitigation and adaptation taskforce to ensure heat preparedness for the City; and

WHEREAS, the funds received from NLC will be used towards hosting a local resilience event that substantively contributes to local climate preparedness or adaptation goals designed to catalyze action or engage the public in the planning process; and

WHEREAS, NLC will engage with Jackson and provide support in the implementation of the City of Jackson’s project.

IT IS THEREFORE ORDERED that the application to the National League of Cities’ Leadership in Community Resilience Program on behalf of the City of Jackson, Mississippi is hereby ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute acceptance of the grant award of \$10,000 from the National League of Cities *Leadership in Community Resilience Program*, and any and all related documents, for the purpose of participating in the 2020 cohort to create awareness of and strategies for mitigation and adaption to extreme climate events in the City of Jackson.

(BLAINE, LUMUMBA)

Agenda Item #41
August 18, 2020
(Blaine, Lumumba)

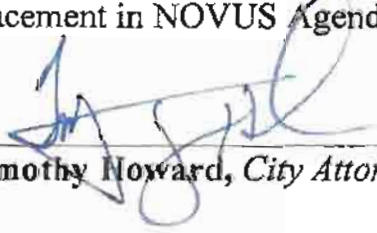
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/12/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE APPLICATION TO THE NATIONAL LEAGUE OF CITIES (NLC) LEADERSHIP IN COMMUNITY RESILIENCE PROGRAM AND AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE SAME IN THE AMOUNT OF \$10,000 TO DEVELOP A PROJECT FOR THE PURPOSE OF CREATING KNOWLEDGE AND EXPERTISE IN URBAN RESILIENCE ISSUES** is legally sufficient for placement in NOVUS Agenda.



Timothy Noward, *City Attorney*

8/12/20

Date

OFFICE OF THE CLERK
11807
8/16/20

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CREDIT APPLICATION, SERVICES AGREEMENT, AND OTHER NECESSARY DOCUMENTS, WITH THE CORNER MARKET GROCERIES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT PROGRAM (ALL WARDS).

WHEREAS, the Department of Human and Cultural Services administers the City of Jackson, Mississippi's Early Childhood Development ("ECD") Program; and

WHEREAS, the ECD Program is in need of baby food and formula for its infants; and

WHEREAS, the Corner Market Groceries is a vendor that can provide said baby food and formula to the City of Jackson to be used by the ECD Program; and

WHEREAS, in order for Corner Market Groceries to provide the baby food and formula, this vendor requires a credit application to be completed, along with other necessary documents; and

WHEREAS, the Department of Human and Cultural Services desires for the City of Jackson, Mississippi to enter into an agreement with Corner Market Groceries to provide baby food and formula for the ECD Program from August 5, 2020 through August 4, 2022 in an amount not to exceed Five Hundred Dollars (\$500.00) per month or Twelve Thousand Dollars (\$12,000.00) for the term of the agreement.

NOW, THEREFORE, IT IS ORDERED that the Mayor is authorized to execute a Credit Application, Services Agreement, and any other necessary documents, with the Corner Market Groceries for the City of Jackson's Early Childhood Development Program to purchase baby food and formula at a cost not to exceed Five Hundred Dollars (\$500.00) per month or Twelve Thousand Dollars (\$12,000.00) for the term of the agreement from August 5, 2020 through August 4, 2022.

(KIDD, LUMUMBA)

Agenda Item #42
August 18, 2020
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


DATE: July 7, 2020

POINTS	COMMENTS																																								
1. Brief Description/Purpose	Order authorizing the Mayor to execute a Sub-grant signature sheet and other necessary documents with Corner Market Groceries for the City of Jackson (COJ) Early Childhood Development Program (All Wards)																																								
2. PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast and lunch.																																								
3. Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Westside)																																								
4. Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.																																								
5. Schedule (beginning date)	Upon Approval.																																								
6. Location: Ward: CITY WIDE (yes or no) (area) Project limits if applicable	Citywide.																																								
6. Action implemented by: <ul style="list-style-type: none"> o Mayor's Office o City Department o Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)																																								
8. COST	Estimated cost based on the number of children served on a daily basis. Invoices will be paid monthly for 24 months not to exceed \$12,000.00.																																								
9. Source of Funding <ul style="list-style-type: none"> o General Fund o Enterprise o Grant o Bond Other	Grants: Early Childhood/USDA Account Numbers: 08-59851-6227 and 081-59872-6227																																								
10. EBO participation	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">_____</td> <td style="width: 5%;">no</td> <td style="width: 5%;">_____</td> <td style="width: 50%;">N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A																																		



Memorandum

To: The Honorable Chokwe A. Lumumba
Mayor, City of Jackson

From: Dr. Adriane Dorsey-Kidd 
Department of Human & Cultural Services

Date: July 7, 2020

Re: **Order authorizing the mayor to execute a sub-grant signature sheet and other necessary documents with the Corner Market Groceries for the City of Jackson (COJ) Early Childhood Development Program (All Wards)**

This agenda item authorizes a contractual agreement the Corner Market Groceries beginning July 15, 2020 July 15, 2022, to purchase baby food for infants and toddlers.

Should you have any questions, please feel free to contact Lender Monson at (601) 960-0347.

Thank you.


Office of the City Attorney

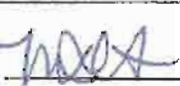
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/6/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CREDIT APPLICATION, SERVICES AGREEMENT, AND OTHER NECESSARY DOCUMENTS, WITH THE CORNER MARKET GROCERIES FOR THE CITY OF JACKSON'S EARLY CHILDHOOD DEVELOPMENT PROGRAM (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica Davis Allen, Special Assistant 

8/6/20

Date

GROCERY
DEPOT

Sunflower

CONFIDENTIAL CREDIT APPLICATION



Company Name _____

Billing Address _____

City _____ State _____ Zip _____

Type of Business _____

Type of Entity: Proprietorship _____ Corporation _____ Other _____

If Incorporated: State of Incorporation _____ Year of Incorporation _____

Key Management and Owners Title Percentage Ownership

Bank _____ Address _____

City _____ State _____ Zip _____

Phone _____ Officer _____ Account No. _____

Three Trade References, Addresses, and Phone Numbers

Estimated Monthly Purchases _____ Credit Line Requested _____

Persons Authorized to Charge Items to Your Account:

This information is provided for the purpose of extending credit to our company on terms of _____ days. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Signature _____ Date _____

Personal Indemnity and Guaranty

I (We) the undersigned do hereby jointly, severally and personally guarantee prompt and unconditional payment of all sums due or to become due to Roberts Company, Inc., in order to induce Roberts company, Inc., to extend credit to me/us (or my/our company). Additionally, I/we agree to the following:

- 1) This agreement remains in force until written notice is delivered to Roberts Company, Inc., that you are no longer liable for these debts and this guaranty may be enforced by Roberts Company, Inc., without first resorting to or exhausting its remedies against me/us.
- 2) In the event that this account is placed in the hands of an attorney for collection, I/we will reimburse Roberts Company, Inc., for all expenses incurred, including reasonable attorney fees.
- 3) This agreement will be binding upon and enforceable against me/us as well as our heirs or successors.

Guarantor's Signature

Guarantor's Signature

Print Name

Print Name

Home Address

Home Address

City/State/Zip

City/State/Zip

Witness:

**ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF JACKSON, MISSISSIPPI - RUSSELL C. DAVIS
PLANETARIUM AND STORAGE MAX FOR LEASE OF A STORAGE
UNIT**

OFFICE OF THE CITY ATTORNEY
M. J. LUMUMBA
8/12/20

WHEREAS, the City of Jackson, Mississippi, on behalf of the Russell C. Davis Planetarium, desires to enter into a 12-month agreement with StorageMax for a storage unit at the downtown location; and

WHEREAS, the storage unit will be utilized to store valuable equipment, hardware, and/or goods that is to be kept while the Russell C. Davis Planetarium undergoes an extensive renovation that will take place over the next few years; and

WHEREAS, written agreements are standard for the lease of a storage unit; and

WHEREAS, the fee for the lease of said storage unit is Two Hundred Dollars (\$200.00) per month, but not to exceed Two Thousand, Four Hundred Dollars (\$2,400.00).

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an agreement between the City of Jackson, Mississippi and StorageMax for a term period of twelve (12) months at a cost of Two Hundred Dollars (\$200.00) per month, but not to exceed Two Thousand, Four Hundred Dollars (\$2,400.00) for the term of the agreement, to store equipment, hardware, and/or goods for the Russell C. Davis Planetarium while it undergoes renovation.

Agenda Item # 43
August 18, 2020
(Kidd, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/6/20
DATE

POINTS		COMMENTS																														
1.	Brief Description/Purpose	Authorizes the Mayor to execute a contract between StorageMax and Russell C. Davis Planetarium for the rental of a storage unit to house Planetarium hardware and equipment during building renovation.																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life																														
3.	Who will be affected	City of Jackson																														
4.	Benefits	Provides temporary space to house equipment																														
5.	Schedule (beginning date)	August 2020																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7																														
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services																														
8.	COST	\$200/month at a cost not to exceed \$2,400.00																														
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>																															
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes ___	no ___	N/A	AABE	_____ %	WAIVER	yes ___	no ___	N/A	WBE	_____ %	WAIVER	yes ___	no ___	N/A	HBE	_____ %	WAIVER	yes ___	no ___	N/A	NABE	_____ %	WAIVER	yes ___	no ___	N/A
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MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

DATE: August 6, 2020

SUBJECT: MOU between Tangent Solutions LLC and Russell C. Davis Planetarium

This contract defines agreement between StorageMax and the Russell C. Davis Planetarium for the purpose of leasing a storage unit at the downtown StorageMax location for a term of twelve months. The contract will need to be renewed after the first twelve months, as it is anticipated for the renovation to take place through late spring 2022. The storage unit will house planetarium equipment and hardware during the building's renovation.

AK/mw

Enclosures

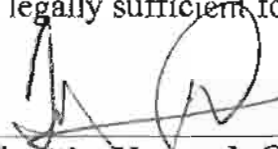
Office of the City Attorney

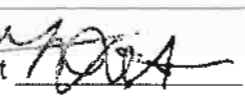
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
MADA 8/10/10

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI - RUSSELL C. DAVIS PLANETARIUM AND STORAGEMAX FOR LEASE OF A STORAGE UNIT** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica Davis Allen, Special Assistant 

8/10/10
Date

day of the month for which rent is due. If rent remains unpaid for 45 days, a **\$75.00 Lien Fee** will be applied. In the event of a dishonored bank check from Occupant to Owner, Occupant agrees to pay a **NSF Fee of \$40.00** as liquidated damages. Occupant shall pay in advance, a onetime **Administration Fee** not to exceed **\$20.00**. This fee is non-refundable.

Other monthly or one-time fees that may be incurred but will not exceed: **Sale/Auction Fee - \$50.00. Cut Lock Fee - \$75.00. Cleaning Fee - \$100.00. Utility Charge - \$50.00. Dumpster violations - \$50.00 each occurrence.**

3. USE OF PREMISES AND PROHIBITED STORAGE: The Premises may be used and occupied only for the storing of personal property, or the vehicle identified below, owned by Occupant. Occupant shall keep the Premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Premises for the storage of any animals, food, seed, explosives, highly flammable, dangerous, hazardous or toxic materials or substances as defined below, contraband or illegal substances, or for any commercial, industrial, manufacturing or distribution business. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Property or from any activity, work, or thing done, by the Occupant in the Space or on or about the Property. Occupant shall not engage in any activity in the Premises which produces such prohibited materials. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. Occupant shall not use the Premises for storage of any gasoline or other fuel oil, grease, or other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as maybe contained in the operating parts of the items stored in the Premises. The Premises are not appropriate for the storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value or objects which have a special or emotional value to Occupant. The Occupant hereby waives any claim for sentimental value or emotional distress for the Occupant's emotional attachment to any property that is stored in the Space or on the Property.

4. ACCESS: If rent is not paid within five (5) days of the monthly due date, Occupant agrees that Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces as the Spaces are cross-collateralized. Occupant's access may be conditioned in any manner deemed necessary by Owner to maintain order and protect the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, searching vehicles and contents. Access will be denied any person who is under the influence of alcohol or narcotics. Owner may change the times and methods of access to the Premises with thirty (30) days written notice posted at the main office of the Property or mailed as described in the Notice Provision to Occupant.

5. LIMITATION OF VALUE: Occupant agrees not to store property with a total value in excess of \$5,000.00 without the prior written permission of the Owner. If such written permission is not obtained, the value of property shall be deemed not to exceed \$5,000.00. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

6. PERMISSION TO COMMUNICATE: Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant (including automated calls and texts) and using social media to communicate marketing and/or other business-related communications. Occupant agrees that notices may be given by e-mail if Occupant elects to provide an e-mail address.

7. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE THAT WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause. The proceeds of any insurance which may be carried by Owner against loss or damage to its building, its contents fixtures or improvements situated adjacent thereto or to the grounds shall be payable solely to Owner or its mortgagee. If proof of insurance is not provided by Occupant at time of rental of Space, Occupant agrees that Owner may enroll Occupant in the insurance plan (minimum coverage) made

available by Owner and charge Occupant for said insurance. By doing so, Owner does not acknowledge that Occupant's property has any value or that the insurance purchased is sufficient to cover the actual value of the property. If Occupant is in default for sixty (60) days, the enrolled insurance shall be terminated. Occupant may cancel the insurance plan made available by Owner at any time if evidence of third party insurance over the stored property is provided to Owner.

8. CONDITION AND ALTERATION OF SPACE: The self-storage space is leased herein, AS IS, at the date hereof. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. At the expiration of the term hereof, Occupant shall surrender the self-storage space, broom clean and in good repair, order and condition, reasonable wear and tear excepted.

9. RIGHT TO ENTER: Owner, its employees or agents, and the representatives of any government authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Premises, without notice, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Owner's rights. For the purposes of this Agreement, Emergency shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Property or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored in the space. Owner may enter the space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created or is occurring in the space or for repairs to the interior or door.

10. PROHIBITING ASSIGNMENT AND SUBLETTING: Occupant may not assign its rights under this Agreement or sublet the Premises without the prior written consent of Owner. This Agreement shall be binding upon the heirs, assigns executors, administrators, representatives and successors of the parties hereto.

11. REQUIREMENTS TO KEEP THE PREMISES LOCKED: Occupant shall provide his/her own lock for the Premises. Occupant shall use no more than one lock. If Premises is found open or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Premises at Occupant's expense. However, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the space, including the cost of the lock. **Failure of Occupant to keep the Space locked at all times shall constitute abandonment of the Space and an immediate default under this Agreement.**

12. NONLIABILITY OF OWNER: All property stored by Occupant within the Premises or on Owner's property shall be at Occupant's sole risk. Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Occupant must take whatever steps he deems necessary to safeguard such property. Owner shall have no obligation to exercise any care, custody or control over Occupant's stored property. Owner assumes no responsibility for any loss, damage or casualty however caused to such property and Owner is not responsible for obtaining insurance of any kind for the benefit of Occupant. Occupant releases Owner, its employees and agents from any and all liability for personal injuries or death to persons including Occupant's and Occupant's family or invitees; property damage; for damage or loss from fire, water, mold, mildew, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the acts or failure to act or negligence of Owner, its employees or agents. The operation or failure of any type of security system installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way relieve Occupant from their obligation of insuring their property. **Occupant understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from the liability as set forth in this Agreement, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.**

13. ELECTRICITY: Occupant is not allowed to use Owner's electricity for any purpose whatsoever unless previously arranged through Owner.

14. NOTICE; CHANGE IN TERMS; CHANGE OF ADDRESS: Except as otherwise required by law, all notices required by this rental agreement may be delivered as provided by law. Mail shall be conclusively presumed to have been received by Occupant three (3) business days after mailing, unless returned to Owner by the U.S. Postal Service. ***If the Occupant has provided an Email address, Occupant affirmatively consents to being contacted using electronic means, unless the state law mandates another form of delivery.*** Occupant understands he/she must either personally deliver or mail such notice by certified mail, return receipt requested, with postage prepaid to Owner at the Property Address shown on this Agreement above or send such notice via e-mail to the E-Mail listed on this Agreement above. Owner does not recognize or acknowledge address changes unless delivered to Owner in writing and signed by Occupant or when sent by e-mail, acknowledged by Owner via e-mail.

15. PAYMENTS: The above space number will be written on the front of check or money order. Payments by check over \$100.00 will be verified therefore we must have valid social security number

or drivers license number on each check. THIRTY DAY DELINQUENT ACCOUNTS PAYABLE BY MONEY ORDER OR CASHIER'S CHECK ONLY.

16. RULES: Occupant agrees to follow all StorageMax Downtown rules now in effect or that may be put into effect from time to time.

17. TERMINATION: Ten (10) days' advance written notice given by Owner or Occupant to the other party will terminate the tenancy. Notwithstanding the above, Owner may exercise immediate termination rights (including denial of access to the storage space) in the event that Occupant utilizes the storage space for an unlawful purpose or is found to be engaged in illegal activity at the premises. The premises shall be returned to Owner on termination of this tenancy in the same condition as delivered to Occupant upon the commencement of the tenancy and in broom-clean condition. If Occupant fails to fully remove its property from the space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons space. Occupant shall have abandoned the space if Occupant has removed the contents of the space, and/or has removed Occupant's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded.

18. DEFAULT: Occupant is in default if Occupant breaches any term or condition of this Agreement including, but not limited to the payment of rent when due. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, OCCUPANT HEREBY GIVES OWNER A CONTRACTUAL LANDLORD'S LIEN UPON ALL PROPERTY. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

19. OWNER'S LIEN RIGHTS: PURSUANT TO SECTION 85-7-123 OF THE MISSISSIPPI CODE, UPON DEFAULT BY THE OCCUPANT, THE OWNER HAS A LIEN, THAT IS A CLAIM OR SECURITY INTEREST ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO LAW. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF THE OCCUPANT IS IN DEFAULT. IF ANY PROPERTY REMAINS UNSOLD, OWNER MAY THEN OTHERWISE DISPOSE OF SAID PROPERTY IN ANY MANNER CONSIDERED APPROPRIATE BY THE OWNER, INCLUDING, BUT NOT LIMITED TO, DESTROYING THE SAID PERSONAL PROPERTY.

20. WARRANTY OF INFORMATION: Occupant warrants all information given in this Agreement, any application preceding this Agreement and/or any other information given by Occupant on which Owner has based its decision to rent to Occupant is complete, true and accurate at the time of this Agreement.

21. PERSONAL INJURY: Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

22. MILITARY SERVICE: IF YOU ARE IN THE MILITARY SERVICE, Occupant must provide written notice to Owner. Owner will rely on this information to determine applicability of Servicemembers Civil Relief Act.

23. STORAGE OF MOTOR VEHICLES: In the event that any motor vehicle remains stored in the self-storage space after termination of the rental agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense after termination of the rental agreement or upon Occupant's default. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

24. ATTORNEY'S FEES: In the event Owner obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

25. CHANGES: All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy. If Occupant has made advance rental payments, the new rate will be immediately charged against such payments. Pre-paid rent cannot guarantee against future rent increases.

26. FINANCIAL INFORMATION: Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

27. CLIMATE CONTROL: Owner may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. Said spaces are maintained depending on outside temperature and humidity. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity. Occupant waives any claim for loss of or damage to stored property from Owner's failure to regulate the temperature and humidity in the storage space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Owner.

28. DAMAGE TO SPACE, FACILITY OR PREMISES: Should Occupant or its invitees or agents damage or depreciate the Space, or any area of the facility or premises, then all costs necessary to restore the Space, facility or premises to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as rent and non-payment of said costs will entitle Owner to deny Occupant access to the Space.

29. INDEMNIFICATION: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of actions (including actual attorneys' fee and all costs) that are hereinafter brought by others arising out of Occupant's use of the premises, including claims against Owner's agents and/or employees.

30. ABANDONED GOODS: In the absence of written notice to Owner to the contrary, if all property is removed from the storage Space and if the Occupant has failed to make his/her monthly payment before the due date, or if the Occupant has removed the lock from the storage Space, the Occupant shall be deemed to have abandoned the premises. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. There are No Rent Refunds for Partial-Month Occupancies.

31. ELECTRONIC SIGNATURE: Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

32. ENTIRE AGREEMENT: This rental agreement contains the entire agreement between Owner and Occupant and no oral agreements shall be of any effect whatsoever. Occupant agrees that he is not relying, and will not rely, upon any representation made by Owner or any of Owner's agents or employees purporting to modify or add to this agreement in any manner. This rental agreement is a contract of lease only and shall not in any way be construed as an agreement of bailment, consignment or otherwise and Owner is in no way the agent for Occupant.

I have read and understand all pages of this Agreement and understand that this written Agreement represents the entire agreement between the parties.

REMIT ALL PAYMENTS TO: StorageMax Downtown - Write Unit # on Check - See our website for online payments at www.stomax.com

Occupant

Christy Smith for StorageMax Downtown

ORDER ACCEPTING THE DONATION OF A JAPANESE RED MAPLE TREE FROM BOB CANIZARO TO BE PLANTED AT BELHAVEN PARK, LOCATED AT 1000 POPLAR BOULEVARD, JACKSON, MISSISSIPPI. (WARD 7) (HARRIS, LUMUMBA)

OFFICE OF THE CITY ATTORNEY
W. L. LUMUMBA
8/16/20

WHEREAS, Mr. Bob Canizaro has expressed a sincere desire to donate a beautiful Japanese Red Maple Tree, to be planted at Belhaven Park, located at 1000 Poplar Boulevard, Jackson, Mississippi, to be enjoyed by all park patrons of all ages, for many years to come; and

WHEREAS, the tree will be planted by a professional landscaper, working with Mr. Canizaro, all at no cost to the City of Jackson; and

WHEREAS, planting just one tree, helps clean the air, filter water, absorb carbon, create shade, give birds a place to build a nest, enrich the soil, and provide food and shelter for small creatures; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation from Mr. Bob Canizaro, a Japanese Maple tree, to be planted at Belhaven Park, located at 1000 Poplar Boulevard, Jackson, Mississippi, at no cost to the City of Jackson.

Agenda Item #44
August 18, 2020

BY: HARRIS, LUMUMBA

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/6/20

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE DONATION OF A JAPANESE RED MAPLE TREE FROM BOB CANIZARO TO BE PLANTED AT BELHAVEN PARK, LOCATED AT 1000 POPLAR BOULEVARD, JACKSON, MISSISSIPPI (WARD 7) is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica Davis Allen, Special Assistant 

8/6/20

Date

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: The Honorable Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Parks & Recreation Department
Date: July 27, 2020
Re: Mr. Bob Canizaro - (Belhaven Park Tree Donation)

The attached agenda item is to accept the donation of a Japanese Red Maple Tree, to be planted at Belhaven Park, located at 1000 Poplar Boulevard, Jackson, Mississippi.

It is the recommendation of the Department of Parks and Recreation that acceptance of this donation is approved.

Thank you.

IBHjr/pb

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07-27-20
DATE

P O I N T S		C O M M E N T S									
1.	Brief Description	This is a donation of a Japanese Red Maple tree from the Mr. Bob Canizaro to Belhaven Park.									
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education Quality of Life Neighborhood Enhancement									
3.	Who will be affected	Belhaven Park patrons.									
4.	Benefits	Will be enjoyed by park patrons of all ages.									
5.	Schedule (beginning date)	Upon Council Approval									
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 7									
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation									
8.	COST	None - (Donation)									
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Donation received from Mr. Bob Canizaro.									
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>							

OFFICE OF THE CITY ATTORNEY
 HILLMAN
 LUMUMBA
 CL

ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON, CODE SERVICES DIVISION

WHEREAS, the City of Jackson provides various services to the general public at a certain price; and

WHEREAS, the prices currently being charged have been in place since 2015; and

WHEREAS, the prices charged are complicated and burdensome to be administrated and not sufficient to cover the cost for providing said services; and

WHEREAS, the Department of Planning and Development has been implementing the Building Division Modernization Plan; and

WHEREAS, part three of the Building Division Modernization Plan call for a fee modernization; and

WHEREAS, the Department of Planning and Development is proposing fee increases per the schedule as follows:

FEE NAME	CURRENT	PROPOSED
CODE SERVICES - Certificate of Occupancy (Temp-30 days)	\$ 125.00	\$ -
CODE SERVICES - Certificate of Occupancy (Temp-60 days)	\$ 150.00	\$ -
CODE SERVICES - Certificate of Occupancy (Temp-90 days)	\$ 200.00	\$ -
CODE SERVICES - Certificate of Occupancy (Stocking Only)	\$ 125.00	\$ -
CODE SERVICES - Certificate of Occupancy (Residential)	\$ 100.00	\$ -
CODE SERVICES - Certificate of Occupancy (Commercial)	\$ 250.00	\$ -
CODE SERVICES - Certificate of Occupancy (Duplicate COC)	\$ 50.00	\$ -
CODE SERVICES - Occupancy Inspection/Business Inspection	n/a	\$ 75.00
CODE SERVICES - Renew expired Journeyman license	\$ 75.00	\$ 75.00
CODE SERVICES - Renew expired Master license	\$ 100.00	\$ 100.00
CODE SERVICES - Change of Contractors	\$ 100.00	\$ 100.00
CODE SERVICES - Construction Adjustments Board of Appeals	\$ 500.00	\$ 500.00
CODE SERVICES - Postage & Handling fee	\$ 3.00	\$ 3.00
CODE SERVICES - Plumbing interceptor fee	\$ 10.00	\$ -
CODE SERVICES - Stop Work fee	\$ 100.00	\$ 100.00
CODE SERVICES - Sign Plan Review fee	\$ 50.00	\$ 50.00
CODE SERVICES - Inspections -After Hours	\$ 50.00	-
CODE SERVICES - Inspections - Courtesy Inspection	\$ 40.00	-
CODE SERVICES - Inspections - Weekend	\$ 100.00	-
CODE SERVICES - Inspections - Commercial (New Construction)	\$ 270.00	-

Agenda Item # 45
 August 18, 2020
 (Hillman, Lumumba)

CODE SERVICES - Inspections - 1st Return Inspection Fee	\$ 30.00	\$ 30.00
CODE SERVICES - Inspections - 2nd Return Inspection Fee	\$ 60.00	\$ 60.00
CODE SERVICES - Inspections - 3rd Return Inspection Fee	\$ 90.00	\$ 90.00
CODE SERVICES - Filing Fee	\$ 30.00	\$ -
CODE SERVICES - Code compliance	\$ 75.00	-
CODE SERVICES - Residential demolition	\$ 200.00	\$ 200.00
CODE SERVICES - Commercial demolition	\$ 200.00	\$ 200.00
CODE SERVICES - Duplicate card	\$ 20.00	-
CODE SERVICES - Duplicate license	\$ 25.00	-
CODE SERVICES - Duplicate permit	\$ 10.00	-
CODE SERVICES - Transfer letter	\$ 25.00	\$ 25.00
CODE SERVICES - Transient Vendor Renewal Fee	\$ 250.00	\$ 250.00
CODE SERVICES - Rental Inspection	\$ 60.00	\$ 60.00
CODE SERVICES - Request for Electrical Power - Commercial	\$ 50.00	\$ 50.00
CODE SERVICES - Request for Electrical Power - Residential	\$ 40.00	\$ 40.00
CODE SERVICES - Plan Review as required	½ Permit Fee	½ Permit Fee
CODE SERVICES-Building Permit Fee (FOR BUILDING, ELECTRIC, MECHANICAL, PLUMBING PERMITS)		
VALUATION OF CONSTRUCTION		
\$1,000.00 or less:	\$ 20.00	\$ 50.00
\$1,000.00 to \$49,999.00		
For the first \$1,000.00	\$ 20.00	\$ 50.00
For each additional \$1,000.00 add	\$ 5.00	\$ 6.00
\$50,000.00 to \$99,999.00		
For the first \$50,000.00	\$ 300.00	\$ 500.00
For each additional \$1,000.00 add	\$ 6.00	\$ 5.00
\$100,000.00 to \$499,999.00		
For the first \$100,000.00	\$ 500.00	\$ 800.00
For each additional \$1,000.00 add	\$ 5.00	\$ 4.00
\$500,000.00 and up		
For the first \$500,000.00	\$ 1,800.00	\$ 2,500.00
For each additional \$1,000.00 add	\$ 3.00	\$ 3.00
Electrical Permit Fees	Various	Building Permit Fee Applies
Mechanical Permit Fees	Various	Building Permit Fee Applies
Mechanical Permit Fees	Various	Building Permit Fee Applies

IT IS, THEREFORE, ORDERED that the revised fee schedule for the City of Jackson, Code Services Division, be adopted.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 10, 2020

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON, CODE SERVICES DIVISION
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	4, 5, 7
3.	Who will be affected	Citywide Permit Customers
4.	Benefits	Simplifies fee schedule, increases revenue on upper end of permits.
5.	Schedule (beginning date)	After City Council approval.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) <ul style="list-style-type: none"> ▪ Project limits if applicable 	All
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development
8.	COST	None to City
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Director of Planning and Development

Date: August 10, 2020

Subject: Agenda Item for City Council Meeting

This is an agenda item simplifying and adjusting fees for the Code Services (Permits) Division Services. This is part three of the Building Division Modernization Plan. If you recall the plan included three items:

1. Modernization of Code of Ordinances (Adopted March 5, 2019)
2. Modernization of Software/Applications (Launching September 2020)
3. Modernization of Fee Schedule (Expected Adoption August 2020)

The fee scheduled previously was burdensome on new businesses, and was complicated to estimate the cost of a permit. Additional fees were added in 2015 that were not typical for building departments throughout the state, which incentivized behavior that wasn't ideal.

This version greatly simplifies the list of fees to something that can actually be estimated by a customer. We previously charges filing fees that are now wrapped into the regular fee schedule. We previously charged plumbing and electrical jobs by the circuit, breaker, or fixture. These were time consuming for staff and customer alike, often leading to substantial under charging. Under the new fee schedule, all customers will use the simplified building fee schedule based on valuation for all construction permits excluding specialty permits like demolitions.

We have also worked in some fee increases to accommodate for a projected 10% increase in revenues mostly on the higher valuation permits. However, I expect a better revenue increase due to simplification and the removal of undercharging due to complications.

We hope this will assist us in future budget years in creating the additional positions that are needed to fully staff the division at a pay range that is competitive.

The chart below summarizes the increases that would occur:

Permit Valuation	Current	Proposed
\$ 1,000.00	\$ 50.00	\$ 50.00
\$ 15,000.00	\$ 120.00	\$ 134.00
\$ 35,000.00	\$ 220.00	\$ 254.00
\$ 49,999.00	\$ 290.00	\$ 338.00
\$ 50,000.00	\$ 330.00	\$ 500.00
\$ 99,999.00	\$ 624.00	\$ 745.00
\$ 100,000.00	\$ 530.00	\$ 800.00
\$ 150,000.00	\$ 780.00	\$ 1,000.00
\$ 180,000.00	\$ 930.00	\$ 1,120.00
\$ 250,000.00	\$ 1,280.00	\$ 1,400.00
\$ 300,000.00	\$ 1,530.00	\$ 1,600.00
\$ 499,999.00	\$ 2,525.00	\$ 2,396.00
\$ 500,000.00	\$ 1,830.00	\$ 2,500.00
\$ 1,000,000.00	\$ 3,330.00	\$ 4,000.00
\$ 5,000,000.00	\$ 15,330.00	\$ 16,000.00
\$ 10,000,000.00	\$ 30,330.00	\$ 31,000.00
\$ 20,000,000.00	\$ 60,330.00	\$ 61,000.00

If you have any questions please contact Jordan Hillman at jhillman@jacksonms.gov or 601-960-2004.

RATIONAL

FEE NAME	CURRENT	PROPOSED
\$100,000.00 to \$499,999.00	\$ 500.00	\$ 800.00
For the first \$1,000,000.00	\$ 5.00	\$ 4.00
For each additional \$1,000,000.00 add		
\$500,000.00 and up	\$ 3,800.00	\$ 2,500.00
For the first \$500,000.00	\$ 3.00	\$ 3.00
For each additional \$1,000,000.00 add		

Trade Fees

Electrical Permit Fees

Mechanical Permit Fees

Mechanical Permit Fees

Building Permit Fee Applies
 Building Permit Fee Applies
 Building Permit Fee Applies

Now subject to Building Permit Fee, previously calculated by branch circuit, fixture, and motors.

Now subject to Building Permit Fee, previously calculated by extremely complicated chart based on values, BTU's and inspections.

Now subject to Building Permit Fee, previously calculated based on fixtures

Office of the City Attorney

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Jackson, Mississippi 39207-2779
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Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ADOPTING REVISED FEE SCHEDULE FOR CITY OF JACKSON, CODE SERVICES DIVISION is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CA

8/19/20

Date

OFFICE OF THE CITY ATTORNEY
CA

OFFICE OF THE CITY ATTORNEY
6/23
8/15/20

RESOLUTION OF THE MAYOR AND CITY COUNCIL DECLARING THE INTENTION TO MAKE A FORMAL REQUEST TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REQUEST POSSESSION OF REAL PROPERTY LOCATED ON CAPERS AVENUE, PARCEL 112-1, IN THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI

WHEREAS, the Mississippi Legislature amended Section 1, Chapter 480, General Laws of 2014, in House Bill 767, Section 4, General Laws of 2018, to authorize the Department of Finance and Administration to transfer and convey real property located on Capers Avenue in the City of Jackson, Hinds County, Mississippi; and

WHEREAS, House Bill 767 further authorized the Department of Finance and Administration to transfer and convey the property to the City of Jackson if the Mayor and City Council adopt a Resolution and spread it upon the minutes, expressing the intention to make a formal request to the Department of Finance and Administration to request possession of the real property before said property is sold and/or auctioned; and

WHEREAS, the Department of Planning and Development has confirmed that the property on Capers Avenue, Parcel 112-1, in the City of Jackson, Hinds County, Mississippi, has not been sold and/or auctioned; and

WHEREAS, House Bill 767 requires that the Department of Finance and Administration be in receipt of a duly adopted Resolution by the Mayor and City Council of the City of Jackson, Mississippi, which has been spread upon its minutes, declaring its intention to request possession of the property before the property can be transferred and conveyed to the City of Jackson; and

WHEREAS, the requested property is located in the City of Jackson, Hinds County, Mississippi, and is described as follows:

Starting at the concrete monument that is the SW corner of the SE 1/2 of the SW 1/2 of Section 33, T6N-R1E in the First Judicial District of Hinds County, Mississippi, and being also within the corporate limits of the City of Jackson, run thence due East along the line between Section 33, T6N-R1E and Section 4, T5N-R1E for a distance of 1138.85 feet to a concrete monument of the south right-of-way line of the Illinois Central Railroad, the point of beginning.

Run thence S 42 degrees-03° E along said South right-of-way line of the Illinois Central Railroad for a distance of 134.45 feet to a concrete monument of the line between the land being described herein and Battle Hill Subdivision of the City of Jackson; run thence S 31 degrees-51° W along said line between the land being described herein and Battle Hill Subdivision of the City of Jackson for a distance of 430.48 feet to a point on the north line of Capers Avenue (Extended) as said avenue is now laid out and dedicated in the City of Jackson, Hinds County, Mississippi; run thence N 54 degrees-09° W along said north line of Capers Avenue (Extended) for a distance of 783.53 feet to the P.C. of a curve to the right with a radius (arc) of 536.19 feet; run thence along said curve and said north line of Capers Avenue (Extended) for a distance of 493.56 feet to the P.T. of said curve; run thence due north along the east line of Capers Avenue (Extended) for a distance of 478.86 feet to the P.C. of a curve to the right with a radius (arc) of 321.77 feet; run thence along

Agenda Item # 46
August 18, 2020
(Williams, Lumumba)

said curve and said east line of Capers Avenue (Extended) for a distance of 176.59 feet to a point on the south right-of-way line of the Illinois Central Railroad; run thence S 42 degrees-01' 21" E along said South right-of-way line of the Illinois Central Railroad for a distance of 1661.56 feet to the point of beginning. All of the above described land being situated in the SE 1/4 of the SW 1/4 of Section 33, T6N-R1E and the NE 1/4 of the NW 1/4 of Section 4, T5N-R1E in the First Judicial District of Hinds County, Mississippi, and being wholly within the corporate limits of the City of Jackson and containing 18.35 acres, more or less.

WHEREAS, the Mayor and City Council desire to adopt a Resolution and spread it upon the minutes, expressing the intention to make a formal request to the Department of Finance and Administration to request possession of real property located on Capers Avenue, Parcel 112-1, in the City of Jackson, Hinds County, Mississippi.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson hereby adopt a Resolution declaring the intention to make a formal request to the Department of Finance and Administration to request possession of real property located on Capers Avenue, Parcel 112-1, in the City of Jackson, Hinds County, Mississippi; and once adopted, to spread said Resolution on its minutes and deliver same to the Department of Finance and Administration to request possession of the property.

Agenda Item No.: _____
Date: August 4, 2020
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: August 4, 2020

POINTS		COMMENTS								
1.	Brief Description	RESOLUTION OF THE MAYOR AND CITY COUNCIL EXPRESSING THE INTENTION TO MAKE A FORMAL REQUEST TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REQUEST POSSESSION OF REAL PROPERTY LOCATED ON CAPERS AVENUE, PARCEL 112-1, IN THE CITY OF JACKSON, HINDS COUNTY MISSISSIPPI								
2.	Purpose	Economic Development								
3.	Who will be affected	Citizens in Ward 5								
4.	Benefits	Economic Development								
5.	Schedule (beginning date)	N/A								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	300 Capers Street – Ward 5								
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning & Development								
8.	COST	N/A								
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
10.	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u> X </u>

Department of Planning and Development



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

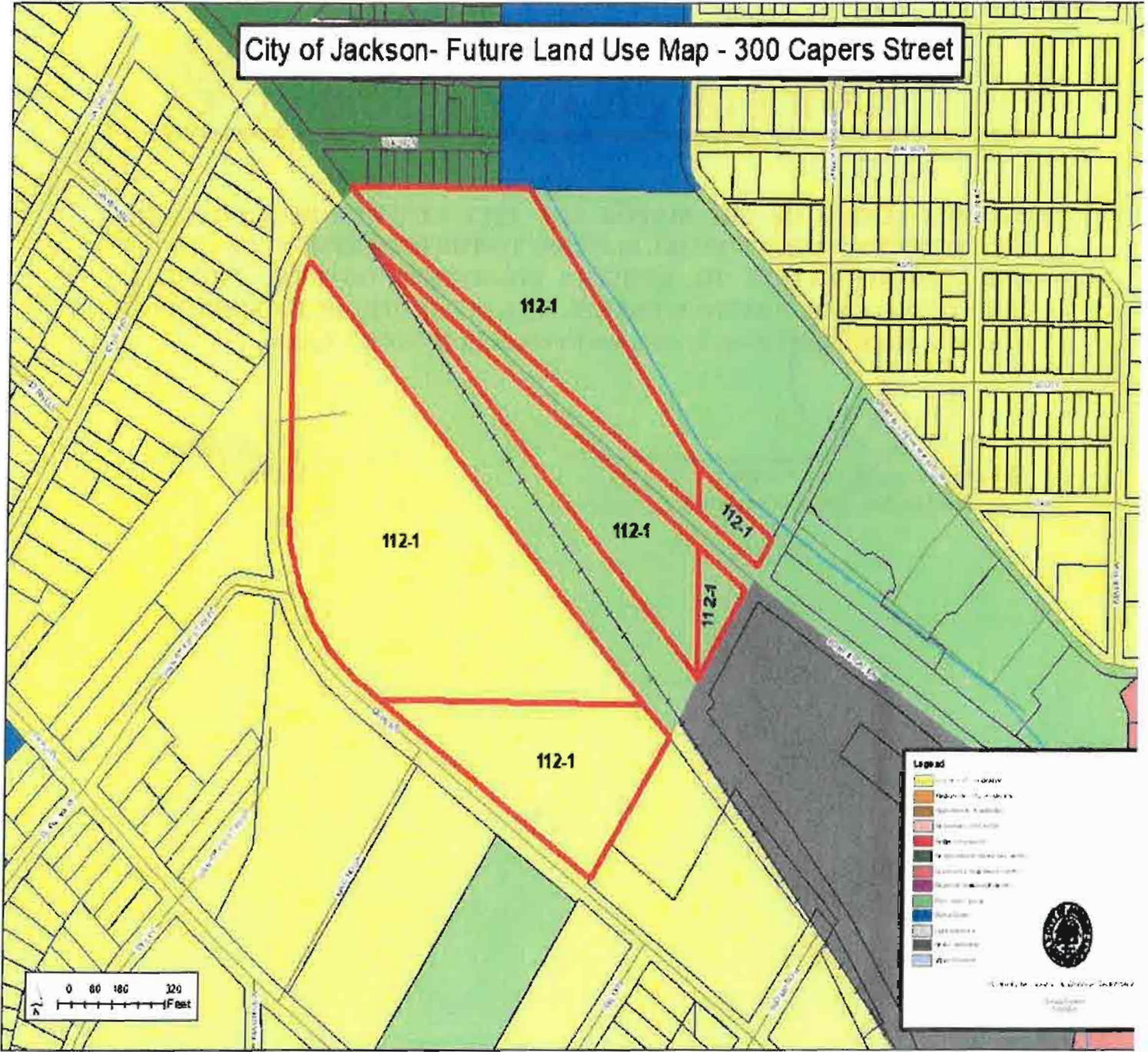
MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: August 4, 2020
Subject: Agenda Item

The attached agenda item is a joint resolution of the Mayor and City Council submitting a formal request to the Department of Finance and Administration to request possession of 18.35 acres on Capers Street from the State of Mississippi.

The Mississippi Legislature in House Bill 767, Section 4, General Laws of 2018, amended Section 1, Chapter 480, General Laws of 2014, to authorize the Department of Finance and Administration to transfer and convey the property if the Mayor and City Council makes a formal request for possession before the property is sold and/or auctioned.

City of Jackson- Future Land Use Map - 300 Capers Street



Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This RESOLUTION OF THE MAYOR AND CITY COUNCIL DECLARING THE INTENTION TO MAKE A FORMAL REQUEST TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REQUEST POSSESSION OF REAL PROPERTY LOCATED ON CAPERS AVENUE, PARCEL 112-1, IN THE CITY OF JACKSON, HINDS COUNTY, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



~~Timothy Howard, City Attorney~~

Chandra Gayten, Deputy City Attorney Ch

8/5/20

DATE

**ORDER RATIFYING PURCHASES OF STREET REPAIR MATERIALS
FROM ADCAMP, INC. FOR MAY 2020 AND JUNE 2020 AND
AUTHORIZING PAYMENTS**

OFFICE OF THE CITY ATTORNEY
8/19/20 2:30 PM

WHEREAS, the Infrastructure Management Division of the Department of Public Works had need of certain street repair materials necessary to the operations of the City's Paved Streets Section; and

WHEREAS, due to exigent circumstances, the purchase of these necessary street repair materials was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the street repair materials set forth in certain invoices attached hereto was delivered and used in the operations of the City's Paved Streets Section; and

WHEREAS, in order to ensure the continued and proper operation of the City's Paved Streets Section, it is necessary to pay these outstanding invoices to continue receiving any needed materials from this vendor; and

WHEREAS, the Department of Public Works recommends paying invoices for hot mix street repair materials from Adcamp, Inc. for the months of May 2020 and June 2020 totaling \$10,163.20, which are attached hereto as an exhibit.

IT IS, THEREFORE, ORDERED that purchase of street repair materials from Adcamp, Inc. is hereby ratified and payment in the amount set forth, consistent with the attached invoices, is authorized as follows:

Hot Mix	\$10,163.20
Total	\$10,163.20

Agenda Item #47
August 18, 2020
(Williams, Lumumba)



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Charles Williams, Jr., Interim Director
Department of Public Works

A handwritten signature in blue ink, appearing to read "Charles Williams, Jr.", next to the typed name.

Date: July 31, 2020

Agenda Item: **ORDER RATIFYING PURCHASES OF STREET REPAIR MATERIALS FROM ADCAMP, INC. FOR MAY 2020 AND JUNE 2020 AND AUTHORIZING PAYMENTS**

Item #: N/A

Council Meeting: Regular Council Meeting, August 18, 2020

Consultant/Contractor: N/A

Purpose: The Paved Street Section will use these funds to pay overdue payments for street repair materials purchased from Adcamp, Inc. and used throughout the City of Jackson.

Cost: \$10,163.20

Project/Contract Type: N/A

Funding Source: 001.451.24.6320

Schedule/Time: August 18, 2020

DPW Manager: James Caldwell

Background:

The Paved Streets Section will use these funds to pay overdue payments for street repair materials purchased from Adcamp, Inc. and used throughout the City of Jackson.

The Paved Streets Section purchased hot mix street repair materials from Adcamp, Inc. for May 2020 and June 2020.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 31, 2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS	
1.	Brief Description / Purpose	ORDER RATIFYING PURCHASES OF STREET REPAIR MATERIALS FROM ADCAMP, INC. FOR MAY 2020 AND JUNE 2020 AND AUTHORIZING PAYMENTS	
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	<ol style="list-style-type: none"> 4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life 	
3.	Who will be affected	Citizens of Jackson	
4.	Benefits	The Paved Street Section will use these funds to pay overdue payments for street repair materials purchased from Adcamp, Inc. and used throughout the City of Jackson.	
5.	Schedule (beginning date)	Scheduled date following City Council Approval	
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide	
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works	
8.	COST	\$10,163.20	
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.451.24.6320	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____ WAIVER yes _____ no _____ N/A _____



Adcamp, Inc.

P. O. Box 54246
 Jackson, MS 39288
 Plant: 1353 Flowood Dr.
 Flowood, MS 39232
 P: 601-939-4493
 F: 601-939-4676

INVOICE

Invoice Number : 39594
 Invoice Date : 05/31/2020
 Customer Number : JAC002
 Job Number : 0520AS
 Due Date : 06/10/2020

CITY OF JACKSON
 ATTN: FELICIA HENRY
 200 S PRESIDENT ST
 JACKSON, MS 39205

FH

MAY 2020 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
	ROUTINE MAINTENANCE - PATCHING				
05/19/2020	HOT MIX/TK#481387	5.99	TONS	64.0000	383.36
05/19/2020	HOT MIX/TK#481291	8.00	TONS	64.0000	512.00
05/19/2020	HOT MIX/TK#481279	3.07	TONS	64.0000	196.48
05/20/2020	HOT MIX/TK#481573	3.32	TONS	64.0000	212.48
05/20/2020	HOT MIX/TK#481481	7.89	TONS	64.0000	504.96
05/20/2020	HOT MIX/TK#481479	3.06	TONS	64.0000	195.84
05/21/2020	HOT MIX/TK#481779	2.22	TONS	64.0000	142.08
05/21/2020	HOT MIX/TK#481759	13.99	TONS	64.0000	895.36
05/21/2020	HOT MIX/TK#481679	13.90	TONS	64.0000	889.60
05/21/2020	HOT MIX/TK#481674	1.99	TONS	64.0000	127.36
05/22/2020	HOT MIX/TK#481937	3.08	TONS	64.0000	197.12
05/22/2020	HOT MIX/TK#481935	8.02	TONS	64.0000	513.28
05/26/2020	HOT MIX/TK#482075	3.13	TONS	64.0000	200.32
05/27/2020	HOT MIX/TK#482138	10.01	TONS	64.0000	640.64
05/27/2020	HOT MIX/TK#482114	3.10	TONS	64.0000	198.40
05/27/2020	HOT MIX/TK#482112	12.01	TONS	64.0000	768.64



Adcamp, Inc.

P. O. Box 54246
 Jackson, MS 39288
 Plant: 1359 Flowood Dr.
 Flowood, MS 39232
 P: 601-939-4493
 F: 601-939-4676

Invoice Number : 39594
 Invoice Date : 05/31/2020
 Customer Number : JAC002
 Job Number : 0520AS
 Due Date : 06/10/2020

INVOICE

CITY OF JACKSON
 ATTN: FELICIA HENRY
 200 S PRESIDENT ST
 JACKSON, MS 39205

MAY 2020 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
					6,577.92
	GROSS BILLINGS :				
	NET BILLINGS :				6,577.92

TOTAL: \$6,577.92

REIMBURSEMENT FORM

DATE: 05-31-20

INVOICE#: 39594

VENDOR:

Adcamp

ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$5,168.64	Paved Streets Routine Maintenance
001-451.24-6320	\$1,409.28	Water Maintenance Utility Cut
TOTAL DUE	\$6,577.92	

REMARKS:

PREPARED BY:

fab



Adcamp, Inc.

P. O. Box 54246
 Jackson, MS 39288
 Plant: 1353 Flowood Dr.
 Flowood, MS 39232
 P: 601-939-4493
 F: 601-939-4576

Invoice Number : 39685
 Invoice Date : 06/30/2020
 Customer Number : JAC002
 Job Number : 0620AS
 Due Date : 07/10/2020

INVOICE

CITY OF JACKSON
 ATTN: FELICIA HENRY
 200 S PRESIDENT ST
 JACKSON, MS 39205

JUNE, 2020 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
	ROUTINE MAINTENANCE - PATCHING				
06/05/2020	HOT MIX/TK#483104	11.98	TONS	64.0000	766.72
06/05/2020	HOT MIX/TK#483085	9.93	TONS	64.0000	635.52
06/05/2020	HOT MIX/TK#483069	10.01	TONS	64.0000	640.64
06/09/2020	HOT MIX/TK#483323	10.03	TONS	64.0000	641.92
06/09/2020	HOT MIX/TK#483264	6.07	TONS	64.0000	388.48
06/09/2020	HOT MIX/TK#483235	8.00	TONS	64.0000	512.00
	GROSS BILLINGS :				3,585.28
	NET BILLINGS				3,585.28

TOTAL: \$3,585.28

REIMBURSEMENT FORM

DATE 06-30-20

INVOICE#: 39685

VENDOR:

Adcamp

ACCOUNT #	AMOUNT	DESCRIPTION
001-451.24-6320	\$2,818.56	Paved Streets Routine Maintenance
001-451.24-6320	\$766.72	Water Maintenance Utility Cut
TOTAL DUE	\$3,585.28	

REMARKS:

PREPARED BY:

Feb


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1779
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
3/20/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PURCHASES OF STREET REPAIR MATERIALS FROM ADCAMP, INC. FOR MAY 2020 AND JUNE 2020 AND AUTHORIZING PAYMENTS** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

**ORDER AMENDING THE JULY 21, 2020 ORDER ACCEPTING
THE BID OF MISSISSIPPI LIME COMPANY FOR TWENTY-
FOUR MONTH SUPPLY OF HYDRATED LIME WITH 1 YEAR
OPTION (BID NO. 88597-060920)**

OFFICE OF THE CITY ATTORNEY
820-30-50

WHEREAS, the City accepted bids for Hydrated Lime at its July 21, 2020 Special City Council Meeting; and

WHEREAS, the lowest and best bid submitted was for a price of \$0.104935 per pound; and

WHEREAS, due to a scrivener's error the said order recited that the price accepted was for a price of \$0.104935 per ton; and

WHEREAS, the said order should be amended to accept the correct bid price of \$0.104935 per pound.

IT IS, THEREFORE, ORDERED the July 21, 2020 Order Accepting the Bid of Mississippi Lime Company for Twenty-Four Month Supply of Hydrated Lime with 1 Year Option (Bid No. 99597-060920) is amended as follows:

IT IS HEREBY ORDERED that the bid of Mississippi Lime Company, 1543 Haining Road, Vicksburg, Mississippi 39183, received June 09, 2020, for a twenty-four month supply of Hydrated Lime (starting July 01, 2020 through June 30, 2022 with a one-year option) at a cost of \$0.104935 per pound be accepted at the lowest and best bid received, it being determined that said bid met the City's specifications.

IT IS FURTHER ORDERED that this amendment shall be effective as of the date of the original order of July 21, 2020.

Agenda Item #48
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

JULY 30, 2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER AMENDING THE JULY 21, 2020 ORDER ACCEPTING THE BID OF MISSISSIPPI LIME COMPANY FOR TWENTY-FOUR MONTH SUPPLY OF HYDRATED LIME WITH 1 YEAR OPTION (BID NO. 88597-060920)			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3. Infrastructure and Transportation 4. Quality of Life			
3.	Who will be affected	Customer of the Water System			
4.	Benefits	City will be able to obtain hydrated lime for water treatment			
5.	Schedule (beginning date)	After City Council Approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City-wide			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Public Works			
8.	COST	\$0.104935 per pound; based on estimated usage, \$629,610			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Water Plant Operations and Maintenance Budget 031.521.30.6212 & 031.52135.6212			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-0756

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE JULY 21, 2020 ORDER ACCEPTING THE BID OF MISSISSIPPI LIME COMPANY FOR TWENTY-FOUR MONTH SUPPLY OF HYDRATED LIME WITH 1 YEAR OPTION (BID NO. 88597-060920) is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 


DATE

ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON GROUND WATER (WELL) SYSTEM

OFFICE OF THE CITY ATTORNEY
8-7-2020
JAW

WHEREAS, the City of Jackson operates a community drinking water system that is regulated by the Mississippi State Department of Health; and

WHEREAS, Section 41-26-23 (2) of the Mississippi Code of 1972, as amended, requires the Mississippi State Department of Health to annually assess and collect fees for water quality analysis and related activities as required by the federal Safe Drinking Water Act which shall not exceed three dollars (\$3.00) per connection or forty thousand dollars (\$40,000.00) per system, whichever is less; and

WHEREAS, the City has been appropriately invoiced in the amount of \$19,866.00 for the Annual Water Quality Analysis Fee for the City of Jackson ground water (well) system and that amount is due in owing prior to September 8, 2020 to avoid a late payment penalty.

IT IS, THEREFORE, ORDERED that payment in the amount of \$19,866.00 to the Mississippi State Department of Health for the Annual Drinking Water Quality Analysis Fee for the City of Jackson ground water (well) system is authorized.

Agenda Item #49
August 18, 2020
(Williams, Lumumba)

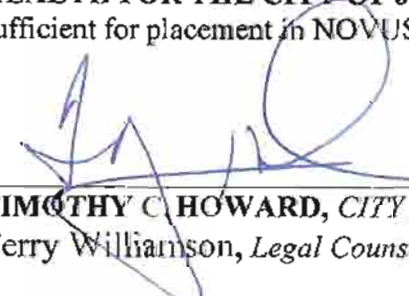
Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/9/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON GROUND WATER (WELL) SYSTEM** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/9/2020

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 6, 2020
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON GROUND WATER (WELL) SYSTEM
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	Customers of the City of Jackson's well system
4.	Benefits	Helps ensure that the City's drinking water is properly tested by MSDH
5.	Schedule (beginning date)	Work has been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Customers served by the City of Jackson well system
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$19866.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund <i>031.52135.6469</i>
10.	EBO participation	ABE _____ % WAIVER yes _____ N/A _____ AABE _____ % WAIVER yes _____ N/A _____ FBE _____ % WAIVER yes _____ N/A _____ HBE _____ % WAIVER yes _____ N/A _____ NABE _____ % WAIVER yes _____ N/A _____



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH FOR THE CITY OF JACKSON GROUND WATER (WELL) SYSTEM**

Council Meeting: Regular Council Meeting, August 18, 2020

Purpose: To pay Annual Water Quality Analysis Fee for the ground water (well) system to the Mississippi State Department of Health

Cost: \$19,866.00

Funding Source: Water-Sewer Enterprise Fund

Background:

The Mississippi State Department of Health invoices the City annually to assist in deferring the cost of providing water quality testing. The fee of \$19,866.00 for the 6,622 connections on the City of Jackson well system is set by state statute, Section 41-26-23 (2) of the Mississippi Code of 1972 as amended. This invoice must be paid by September 8, 2020 to avoid a late payment penalty.

Please let me know if you need any additional information or have any questions.

RECEIVED

JUL 28 2020

CITY OF JACKSON
PUBLIC WORKS DIRECTOR'S OFFICE



TB

MISSISSIPPI STATE DEPARTMENT OF HEALTH

RECEIVED

JUL 28 2020

CITY OF JACKSON
ENGINEERING

BUREAU OF PUBLIC WATER SUPPLY
ANNUAL WATER QUALITY ANALYSIS FEE INVOICE

CHARLES E WILLIAMS JR
MS0250012 - CITY OF JACKSON-MADDOX RD.
P O BOX 17
JACKSON, MS 39205

Billing Date: 07/24/2020

PWS ID#: MS0250012

Equivalent Number of Connections: 6,622	Population Served: 16,555
Analysis Fee due in full upon receipt or by <u>September 8, 2020</u>	
	\$19,866.00
Penalty Assessed after <u>October 22, 2020</u>	
	\$39,732.00
Total Fee and Penalty Amount Due after <u>October 22, 2020</u>	
	\$59,598.00

Water Quality Analysis Fee (WQAF): \$3.00 per connection with a maximum fee of \$40,000. When necessary, the number of service connections for some public water supplies will be determined by dividing the population served by 2.63, which is a value obtained from U.S. Census data that represents the average number of people per household in Mississippi. Mississippi state law (Section 41-26-23, Mississippi Code of 1972 Annotated) requires all public water systems to pay this fee within forty-five (45) days following receipt of an invoice. This law also authorizes this agency to assess a penalty equal to a maximum of two (2) times the amount of the fee due plus an amount necessary to reimburse the cost of delinquent fee collection for failure to pay the fee within ninety (90) days following receipt of the invoice.

Payment Options and Instructions

Option #1 - Credit/debit card or e-Check. Payment by e-Check, a charge of only \$3.25 will be added to the fee amount due. Payment by credit/debit card, a fee of \$3.00 plus a 2.2% processing charge will be added to the fee amount due.

Option #2 - Check or Money Order made payable to the Mississippi State Department of Health.

Return payment along with a copy of this invoice in the enclosed envelope or mail payment with a copy of this invoice in an envelope address:

Mississippi State Department of Health
Bureau of Public Water Supply, Room U-232
P. O. Box 1700
Jackson, MS 39215-1700

Electronic invoices will be emailed to water system officials who have an email address on file. The email will be sent from support@msegov.com. The online payment link: www.ms.gov/msdh/water_invoice/

If you have any questions concerning this invoice, please call Ms. Romelle Britton at (601) 576-7518.

ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH

OFFICE OF THE CLERK
102
8/17/20
2020
\$40,000.00
8/17/20

WHEREAS, the City of Jackson operates a community drinking water system that is regulated by the Mississippi State Department of Health; and

WHEREAS, Section 41-26-23 (2) of the Mississippi Code of 1972, as amended, requires the Mississippi State Department of Health to annually assess and collect fees for water quality analysis and related activities as required by the federal Safe Drinking Water Act which shall not exceed three dollars (\$3.00) per connection or forty thousand dollars (\$40,000.00) per system, whichever is less; and

WHEREAS, the City has been appropriately invoiced in the amount of \$40,000.00 for the Annual Water Quality Analysis Fee and that amount is due in owing prior to September 8, 2020 to avoid a late payment penalty.

IT IS, THEREFORE, ORDERED that payment in the amount of \$40,000.00 to the Mississippi State Department of Health for the Annual Drinking Water Quality Analysis Fee is authorized.

Agenda Item #50
August 18, 2020

BY: WILLIAMS, LUMUMBA.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

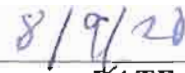
OFFICE OF THE CITY ATTORNEY
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*



DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 6, 2020
DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	All of the City's utility customers and citizens
4.	Benefits	Helps ensure that the City's drinking water is properly tested by MSDH
5.	Schedule (beginning date)	Work has been completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	\$40,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund <i>031.5213.6469</i>
10.	EBO participation	ABE _____ % WAIVER yes _____ N/A _____ AABE _____ % WAIVER yes _____ N/A _____ FBE _____ % WAIVER yes _____ N/A _____ HBE _____ % WAIVER yes _____ N/A _____ NABE _____ % WAIVER yes _____ N/A _____



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: ORDER AUTHORIZING THE PAYMENT OF THE ANNUAL WATER QUALITY ANALYSIS FEE INVOICE FROM THE MISSISSIPPI STATE DEPARTMENT OF HEALTH

Council Meeting: Regular Council Meeting, August 18, 2020

Purpose: To pay Annual Water Quality Analysis Fee for the Mississippi State Department of Health

Cost: \$40,000.00

Funding Source: Water-Sewer Enterprise Fund

Background:

The Mississippi State Department of Health invoices the City annually to assist in deferring the cost of providing water quality testing. The fee of \$40,000.00 is set by state statute, Section 41-26-23 (2) of the Mississippi Code of 1972 as amended. This invoice must be paid by September 8, 2020 to avoid a late payment penalty.

Please let me know if you need any additional information or have any questions.

RECEIVED

JUL 28 2020

CITY OF JACKSON
PUBLIC WORKS DIRECTOR'S OFFICE



MISSISSIPPI STATE DEPARTMENT OF HEALTH



RECEIVED

JUL 28 2020

CITY OF JACKSON
ENGINEERING

**BUREAU OF PUBLIC WATER SUPPLY
ANNUAL WATER QUALITY ANALYSIS FEE INVOICE**

CHARLES E WILLIAMS JR
MS0250008 - CITY OF JACKSON
P O BOX 17
JACKSON, MS 39205

Billing Date: 07/24/2020

PWS ID#: MS0250008

Equivalent Number of Connections: 65,640	Population Served: 156,959
Analysis Fee due in full upon receipt or by <u>September 8, 2020</u>	\$40,000.00
Penalty Assessed after <u>October 22, 2020</u>	\$80,000.00
Total Fee and Penalty Amount Due after <u>October 22, 2020</u>	\$120,000.00

Water Quality Analysis Fee (WQAF): \$3.00 per connection with a maximum fee of \$40,000. When necessary, the number of service connections for some public water supplies will be determined by dividing the population served by 2.63, which is a value obtained from U.S. Census data that represents the average number of people per household in Mississippi. Mississippi state law (Section 41-26-23, Mississippi Code of 1972 Annotated) requires all public water systems to pay this fee within forty-five (45) days following receipt of an invoice. This law also authorizes this agency to assess a penalty equal to a maximum of two (2) times the amount of the fee due plus an amount necessary to reimburse the cost of delinquent fee collection for failure to pay the fee within ninety (90) days following receipt of the invoice.

Payment Options and Instructions

Option #1 - Credit/debit card or e-Check. Payment by e-Check, a charge of only \$3.25 will be added to the fee amount due. Payment by credit/debit card, a fee of \$3.00 plus a 2.2% processing charge will be added to the fee amount due.

Option #2 - Check or Money Order made payable to the Mississippi State Department of Health.

Return payment along with a copy of this invoice in the enclosed envelope or mail payment with a copy of this invoice in an envelope address:

**Mississippi State Department of Health
Bureau of Public Water Supply, Room U-232
P. O. Box 1700
Jackson, MS 39215-1700**

Electronic invoices will be emailed to water system officials who have an email address on file. The email will be sent from support@msgov.com. The online payment link: www.ms.gov/msdh/water_invoice/

If you have any questions concerning this invoice, please call Ms. Romelle Britton at (601) 576-7518.

**ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR
J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE
PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020**

OFFICE OF THE CITY ATTORNEY
8-15-2020
[Signature]

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works required to provided armed security for its drinking water treatment plants; and

WHEREAS, due to exigent circumstances, the procurement of these services for the period of February 17, 2020 through July 17, 2020 was done without prior authorization of the City Council; and

WHEREAS, the security services set forth in certain invoices attached hereto where provided to the J.H. Fewell Water Treatment; and

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works has procured a contract for security services going forward from July 17, 2020.

IT IS, THEREFORE, ORDERED that the procurement of security services for the period February 17, 2020 through July 17, 2020 are ratified and payment to CCSI in the amount of \$11,326.33 be made, consistent with the attached invoices.

Agenda Item #51
August 18, 2020

BY: WILLIAMS, LUMUMBA



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams, Jr., P.E., Ph.D., Interim Director, Department of Public Works

A handwritten signature in black ink, appearing to read "Charles Williams, Jr.", written over the printed name in the "From:" line.

Council Agenda Item Briefing Memo

Agenda Item: ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020

Council Meeting: Regular Council Meeting, August 18, 2020

Purpose: To pay invoices for armed security services at J.H. Fewell WTP

Cost: \$11,326.33

Funding Source: Water-Sewer Enterprise Fund

Background:

The Department of Public Works, Water Operations Division made procured security services during the period of February 17 through July 17, 2020 for the J.H. Fewell Water Treatment Plant. Armed security services were provided by CCSI to ensure that the J.H. Fewell Water Treatment Plant and its staff are safe from acts of vandalism or theft. Armed security has been a requirement at the City's water treatment plants after the September 11, 2001 terrorist attacks.

A new security services contract for both Water Treatment Plants has already been approved by the City Council. All further security services going forward will be paid under the authorized contract.

Please let me know if you need any additional information or have any questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 6, 2020
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	Who will be affected	All of the City's utility customers and citizens
4.	Benefits	Ensured that J.H. Fewell WTP and its staff were not subjected to acts of theft and vandalism
5.	Schedule (beginning date)	Work has been completed
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works
8.	COST	Not to exceed \$11,326.33
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Water-Sewer Enterprise Fund 03152130.6419
10.	EBO participation	ABE _____% WAIVER yes _____ N/A _____ AABE _____% WAIVER yes _____ N/A _____ FBE _____% WAIVER yes _____ N/A _____ HBE _____% WAIVER yes _____ N/A _____ NABE _____% WAIVER yes _____ N/A _____

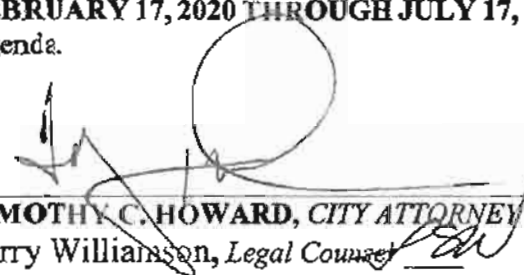
Office of the City Attorney

455 East Capitol Street
Post Office Box 2700
Jackson, Mississippi 39207
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/9/2020

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF SECURITY SERVICES FOR J.H. FEWELL WATER TREATMENT PLANT FROM CCSI FOR THE PERIOD OF FEBRUARY 17, 2020 THROUGH JULY 17, 2020** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel

8/9/2020
DATE



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16608
DATE	03/01/20

CUSTOMER
 Kathy L. Moore
 J.H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION
 J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
02/17/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
02/18/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
02/19/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
02/20/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
02/21/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
02/24/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
02/25/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
02/26/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
02/27/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
02/28/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	983.50	
			Sales Tax		
			TOTAL	\$983.50	

Cosl Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	16660
DATE	03/16/20

CUSTOMER

Kathy L. Moore
J.H. Fewell Water Treatment Plant
2302 Laurel Street
Jackson, MS 39205

SERVICE LOCATION

J. H. Fewell Water Treatment Plant
2302 Laurel St
Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 6205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
03/02/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/03/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/04/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/05/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/06/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/09/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/10/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/11/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/12/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/13/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
Please remit payment to: Cosl Security P.O. Box 8485 Jackson, MS 39284 Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!				Sub-Total 1,049.80 Sales Tax TOTAL \$1,049.80	



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16728
DATE	04/01/20

CUSTOMER

Kathy L Moore
 J.H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION

J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 6205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
03/16/20 Armed Security Officer - 07:06-16:30	8.40	Hours	11.05	92.82	
03/17/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/18/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/19/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/20/20 Armed Security Officer - 07:06-16:30	8.40	Hours	11.05	92.82	
03/23/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/24/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/25/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/26/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
03/27/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/30/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
03/31/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total		1,158.09
			Sales Tax		
			TOTAL		\$1,158.09



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16787
DATE	04/16/20

CUSTOMER
 Kathy L. Moore
 J.H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION
 J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
04/01/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.06	93.93	
04/02/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/03/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/06/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/07/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/08/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/09/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.06	93.93	
04/10/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.06	93.93	
04/13/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/14/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
04/15/20 Armed Security Officer - 07:00-16:30	8.50	Hours	11.05	93.93	
Please remit payment to Ccsi Security P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after that, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub Total	1,033.23	
			Sales Tax		
			TOTAL	\$1,033.23	



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16807
DATE	05/01/20

CUSTOMER
 Kathy L. Moore
 J.H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION
 J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 6205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
04/16/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/17/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/20/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/21/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/22/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/23/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/24/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/27/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/28/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/29/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
04/30/20 Armed Security Officer - 07:00-16:30	9.50	Hours	11.05	104.98	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	1,154.78	
			Sales Tax		
			TOTAL	\$1,154.78	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	16855
DATE	05/18/20

CUSTOMER
Kathy L. Moore
J.H. Fewell Water Treatment Plant
2302 Laurel Street
Jackson, MS 39205

SERVICE LOCATION
J. H. Fewell Water Treatment Plant
2302 Laurel St
Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Happy Memorial Day!!!					
05/01/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/04/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/05/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/06/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/07/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/08/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/11/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/12/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/13/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/14/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/15/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
Please remit payments to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	1,259.28	
			Sales Tax		
			TOTAL	\$1,259.28	

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	16895
DATE	06/01/20

CUSTOMER

Katlyn L. Moore
J.H. Fewell Water Treatment Plant
2302 Laurel Street
Jackson, MS 39205

SERVICE LOCATION

J. H. Fewell Water Treatment Plant
2302 Laurel St
Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
05/18/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/19/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/20/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/21/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/22/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/25/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/26/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/27/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/28/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
05/29/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
Please remit payment to: Ccsi Security P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!				Sub-Total	1,144.80
				Sales Tax	
				TOTAL:	\$1,144.80



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16930
DATE	06/16/20

CUSTOMER

Kathy L. Moore
 J.H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION

J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
06/01/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/02/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/03/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/04/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/05/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/08/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/09/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/10/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/11/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/12/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/15/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
Please remit payment to: Ccsi Security, P.O. Box 8485, Jackson, MS 39284			Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!		
			Sub-Total	1,259.28	
			Sales Tax		
			TOTAL	\$1,259.28	



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	16955
DATE	07/01/20

CUSTOMER
 Kathy L. Moore
 J. H. Fewell Water Treatment Plant
 2302 Laurel Street
 Jackson, MS 39205

SERVICE LOCATION
 J. H. Fewell Water Treatment Plant
 2302 Laurel St
 Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Happy 4th of July!! Be safe!!					
06/16/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/17/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/18/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/19/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/22/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/23/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/24/20 Armed Security Officer - 07:00-16:00	9.00	Hours	12.05	108.45	
06/25/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/26/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/29/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
06/30/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
Please remit payment to: Ccsi Security P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total		1,253.25
			Sales Tax		
			TOTAL		\$1,253.25

Ccsd Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	16994
DATE	07/16/20

CUSTOMER

Kathy L. Moore
J.H. Fewell Water Treatment Plant
2302 Laurel Street
Jackson, MS 39205

SERVICE LOCATION

J. H. Fewell Water Treatment Plant
2302 Laurel St
Jackson, MS 39202-1831

TERMS: Upon Receipt	CUSTOMER NO. 5205	JOB NO. 5205	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Please be safe & wear a mask!!					
07/01/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/02/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/03/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/06/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/07/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/08/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/09/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/10/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
07/12/20 Armed Security Officer - 07:00-16:30	9.50	Hours	12.05	114.48	
Please remit payment to: Ccsd Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!				Sub-Total	1,030.32
				Sales Tax	
				TOTAL	\$1,030.32

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
 7/28/20
 8/19/20
 8/20/20

ORDER AUTHORIZING SALE OF CITY-OWNED MOTOR VEHICLES AND EQUIPMENT WITH IMPOUNDED AND ABANDONED VEHICLES AT PUBLIC AUCTION ON AUGUST 22, 2020

WHEREAS, the City of Jackson is authorized by Section 17-25-25 of the Mississippi Code of 1972, as amended, to dispose of surplus personal property through a public auction; and

WHEREAS, the Jackson Police Department frequently recovers stolen, lost, misplaced, or abandoned property; and

WHEREAS, Section 21-39-21 of the Mississippi Code sets forth the procedures for disposing of lost, stolen, abandoned or misplaced personal property recovered by police; and

WHEREAS, Section 21-39-21 of the Mississippi Code requires the selling of stolen, lost, misplaced or abandoned personal property at public auction if it remains unclaimed for a period of one hundred twenty days after the provision of the notice set forth in the statute; and

WHEREAS, The City of Jackson is authorized by Section 17-25-25 of the Mississippi Code of 1972, as amended, to dispose of surplus personal property through a public auction; and

WHEREAS, the Fleet Manager has identified in this order equipment and vehicles that the City of Jackson has ceased to use for public purposes; and

WHEREAS, it would be in the best interest of the City to dispose of the vehicles and equipment at a public auction; and

WHEREAS, the City of Jackson has retained Nick Clark Auctions, who meets the requirements of the State Department of Audit, to conduct the auction for the City.

IT IS, THEREFORE, ORDERED that the following municipally-owned surplus motor vehicles and equipment are to be sold at a public auction to be held at 4225-C Michael Avalon Street on Saturday, August 22, 2020:

INVENTOR Y NO#	DESCRIPTION	VIN NO#	DEPARTMENT
PC 1458	2008 FORD CROWN VICTORIA	2FAFP71VX8X156753	POLICE
PC 1456	2008 FORD CROWN VICTORIA	2FAFP71V68X156751	POLICE
PC 1442	2008 FORD CROWN VICTORIA	2FAFP71V18X156737	POLICE
PC 1429	2008 FORD CROWN VICTORIA	2FAFP71V38X156724	POLICE

Agenda Item #52
 August 18, 2020
 (Williams, Lumumba)

PC 1426	2008 FORD CROWN VICTORIA	2FAFP71V88X156721	POLICE
PC 1317	2005 FORD CROWN VICTORIA	2FAFP71W35X141662	POLICE
PC 1337	2006 FORD CROWN VICTORIA	2FAFP71W36X157829	POLICE
PC 1342	2006 FORD CROWN VICTORIA	2FAFP71W66X157839	POLICE
PC 1354	2006 FORD CROWN VICTORIA	2FAFP71WX6X157861	POLICE
PC 1364	2006 FORD CROWN VICTORIA	2FAFP71W96X157852	POLICE
PC 1369	2006 FORD CROWN VICTORIA	2FAFP71W16X156596	POLICE
PC 1371	2006 FORD CROWN VICTORIA	2FAFP71WX6X156595	POLICE
PC 1385	2007 FORD CROWN VICTORIA	2FAFP71W57X147157	POLICE
PC 1414	2007 FORD CROWN VICTORIA	2FAFP71W77X147144	POLICE
PC 1626	2011 DODGE CHARGER	2B3CL1CT4BH539771	POLICE
PC 1610	2011 DODGE CHARGER	2B3CL1CTXBH539774	POLICE
PC 1620	2011 DODGE CHARGER	2B3CL1CT5BH539794	POLICE
PC 1573	2010 FORD CROWN VICTORIA	2FABP7BV5AX128409	POLICE
PC 1558	2010 FORD CROWN VICTORIA	2FABP7BV1AX112532	POLICE
PC 1541	2010 FORD CROWN VICTORIA	2FABP7BV2AX109803	POLICE
PC 1569	2010 FORD CROWN VICTORIA	2FABP7BV2AX110725	POLICE
PC 1536	2010 FORD CROWN VICTORIA	2FABP7BV2AX109798	POLICE
PC 1519	2009 FORD CROWN VICTORIA	2FAHP71V79X134879	POLICE
PC 1513	2009 FORD CROWN VICTORIA	2FAHP71V99X134205	POLICE
PC 1512	2009 FORD CROWN VICTORIA	2FAHP71V79X134204	POLICE
PC 1503	2009 FORD CROWN VICTORIA	2FAHP71VX9X134195	POLICE
PC 1500	2009 FORD CROWN VICTORIA	2FAHP71VX9X134195	POLICE
PC 1492	2009 FORD CROWN VICTORIA	2FAHP71V59X134184	POLICE
PC 1487	2009 FORD CROWN VICTORIA	2FAHP71V59X133729	POLICE
PC 1484	2009 FORD CROWN VICTORIA	2FAHP71VX9X133726	POLICE
PC 1215	2003 FORD CROWN VICTORIA	2FAHP71W53X215427	POLICE
PC 1245	2004 FORD CROWN VICTORIA	2FAFP71W24X166339	POLICE
PC 1254	2005 FORD TAURAS	1FAFP53U85A131508	POLICE
PC 1260	2005 FORD TAURAS	1FAFP53U235A131505	POLICE
PC 1301	2005 FORD CROWN VICTORIA	2FAFP71W45X158440	POLICE

PC 1310	2005 FORD CROWN VICTORIA	2FAFP71W85X158439	POLICE
PC 1346	2006 FORD CORWN VICTORIA	2FAFP71W76X157865	POLICE
PC 1515	2009 FORD CROWN VICTORIA	2FAHP71V29X134207	POLICE
PC 1155	2006 FORD CROWN VICTORIA	2FAFP71W13X121973	POLICE
PC 1156	2003 FORD CROWN VICTORIA	2FAFP71W33X121974	POLICE
PC 1812	2015 DODGE CHARGER	2C3CDXAG2FH735285	POLICE
PC 1791	2014 DODGE CHARGER	2C3CDXAG1EH172373	POLICE
PC 1780	2014 DODGE CHARGER	2C3CDXAG4EH172383	POLICE
PC 1776	2014 DODGE CHARGER	2C3CDXAG5EH172392	POLICE
PC 1773	2014 DODGE CHARGER	2C3CDXAG3EH172391	POLICE
PC 1747	2013 DODGE CHARGER	2C3CDXAG1DH568317	POLICE
PC 1744	2013 DODGE CHARGER	2C3CDXAG7DH568340	POLICE
PC 1635	2011 DODGE CHARGER	2B3CL1CT1BH539789	POLICE
PC 1637	2011 DODGE CHARGER	2B3CL1CT3BH539793	POLICE
PC 1673	2012 DODGE CHARGER	2C3CDXAG4CH222373	POLICE
PC 1679	2012 DODGE CHARGER	2C3CDXAG3CH222395	POLICE
PC 1680	2012 DODGE CHARGER	2C3CDXAG1CH222394	POLICE
PC 1689	2012 DODGE CHARGER	2C3CDXAG7CH222383	POLICE
PC 1699	2012 DODGE CHARGER	2C3CDXAG2CH225210	POLICE
PC 1706	2012 DODGE CHARGER	2C3CDXAG7CH222397	POLICE
PC 1707	2012 DODGE CHARGER	2C3CDXAG2CH225207	POLICE
PC 1712	2012 DODGE CHARGER	2C3CDXAG6CH225212	POLICE
PC 1723	2013 DODGE CHARGER	2C3CDXAG2DH568312	POLICE
PC 1730	2013 DODGE CHARGER	2C3CDXAG7DH568323	POLICE
PC 1732	2013 DODGE CHARGER	2C3CDXAG3DH568318	POLICE
PC 1737	2013 DODGE CHARGER	2C3CDXAG6DH568331	POLICE
PC 961	1999 FORD TAURUS	1FAFP52U1XG207328	SEWER
PC 1388	2007 FORD CROWN VIC	2FAFP71W57X147160	POLICE
PC 1415	2007 FORD CROWN VIC	2FAFP71W97X147145	POLICE
PC 1435	2008 FORD CROWN VIC	2FAFP71V98X156730	POLICE
PC 1437	2008 FORD CROWN VIC	2FAFP71V28X156732	POLICE

PC 1514	2009 FORD CROWN VIC	2FAHP71V09X134206	POLICE
PC 1540	2010 FORD CROWN VIC	2FABP7BVOAX109802	POLICE
PC 1604	2011 DODGE CHARGER	2B3CL1CT3BH539762	POLICE
PC 1607	2011 DODGE CHARGER	2B3CL1CT4BH539768	POLICE
PC 1611	2011 DODGE CHARGER	2B3CL1CT3BH539776	POLICE
PC 1614	2011 DODGE CHARGER	2B3CL1CT9BH539782	POLICE
PC 1624	2011 DODGE CHARGER	2B3CL1CT0BH539766	POLICE
PC 1625	2011 DODGE CHARGER	2B3CL1CT6BH539769	POLICE
PC 1627	2011 DODGE CHARGER	2B3CL1CT8BH539773	POLICE
PC 1629	2011 DODGE CHARGER	2B3CL1CT5BH539777	POLICE
PC 1632	2011 DODGE CHARGER	2B3CL1CT0BH539783	POLICE
PC 1636	DODGE CHARGER 2011	2B3CL1CTXBH539791	POLICE
PC 1648	DODGE CHARGER 2011	2B3CL1CT8BH555763	POLICE
PC 1654	DODGE CHARGER 2011	2B3CL1CT2BH555757	POLICE
PC 1655	DODGE CHARGER 2011	2B3CL1CT0BH555756	POLICE
PC 1656	DODGE CHARGER 2011	2B3CL1CT9BH555755	POLICE
PC 1688	DODGE CHARGER 2012	2C3CDXAG9CH222384	POLICE
PC 1692	DODGE CHARGER 2012	2C3CDXAG1CH222380	POLICE
PC 1695	DODGE CHARGER 2012	2C3CDXAG2CH222372	POLICE
PC 1696	DODGE CHARGER 2012	2C3CDXAG9CH225205	POLICE
PC 1702	DODGE CHARGER 2012	2C3CDXAG3CH222378	POLICE
PC 1705	DODGE CHARGER 2012	2C3CDXAG8CH222392	POLICE
PC 1708	DODGE CHARGER 2012	2C3CDXAG9CH225219	POLICE
PC 1709	DODGE CHARGER 2012	2C3CDXAG5CH225217	POLICE
PC 1711	DODGE CHARGER 2012	2C3CDXAG8CH225213	POLICE
PC 1715	DODGE CHARGER 2012	2C3CDXAG1CH225215	POLICE
PC 1716	DODGE CHARGER 2012	2C3CDXAG4CH225211	POLICE
PC 1726	DODGE CHARGER 2013	2C3CDXAG3DH568321	POLICE
PC 1727	DODGE CHARGER 2013	2C3CDXAG5DH568336	POLICE
PC 1734	DODGE CHARGER 2013	2C3CDXAG9DH568310	POLICE
PC 1738	DODGE CHARGER 2013	2C3CDXAG8DH568332	POLICE

PC 1739	DODGE CHARGER 2013	2C3CDXAGXDH568333	POLICE
PC 1742	DODGE CHARGER 2013	2C3CDXAG7DH568337	POLICE
PC 1743	DODGE CHARGER 2013	2C3CDXAG9DH568338	POLICE
PC 1745	DODGE CHARGER 2013	2C3CDXAG9DH568307	POLICE
PC 1748	DODGE CHARGER 2013	2C3CDXAG4DH568327	POLICE
PC 1750	DODGE CHARGER 2013	2C3CDXAG9DH568341	POLICE
PC 1774	DODGE CHARGER 2014	2C3CDXAG9EH172394	POLICE
PC 1777	DODGE CHARGER 2014	2C3CDXAG2EH172379	POLICE
PC 1782	DODGE CHARGER 2014	2C3CDXAG1EH172387	POLICE
PC 1784	DODGE CHARGER 2014	2C3CDXAG5EH172389	POLICE
PC 1790	DODGE CHARGER 2014	2C3CDXAG7EH172393	POLICE
PC 1839	DODGE CHARGER 2015	2C3CDXAG1FH745807	POLICE
PT 524	DODGE RAM 2500 HD 2000	3B7KF26Z3YM237146	SEWER
PT 553	DODGE RAM 2500 2001	1B7KF23Z81J570109	SEWER
SUV 36	GMC YUKON 2004	1GKEC13V94J128025	POLICE
T 186	CASE BACKHOE 2000	JJG0276486	SEWER
T 190	CATERPILLAR TRACTOR 2000	1Y501334	SEWER
T 204	CASE BACKHOE 2002	JJG0373511	SEWER
TK 542	CHEVY C70 1999	1GBT7H4C0YJ506434	SEWER
TK 574	INTERNATIONAL NAVISTAR 2000	1FTRX17W03KA21328	SEWER
TK 600	STERLING ACTERA 2001	2FZHANAK62AK14918	SEWER
TK 607	FORD F350 2002	1FTWW32F92EC79448	SEWER
TK 612	STERLING ACTERA 2002	2FZHCHAK93AK89321	SEWER
TK 613	STERLING ACTERA 2002	2FZHCHAK73AK89320	SEWER
PC 1471	2008 CHEVEROLET IMPALA	2G1WB58K881315919	FIRE DEPT
PC 1472	2008 CHEVEROLET IMPALA	2G1WB58K881316701	FIRE DEPT
PC 1473	2008 CHEVEROLET IMPALA	2G1WB58K081314134	FIRE DEPT
PC 1474	2008 CHEVEROLET IMPALA	2G1WB58K081316563	FIRE DEPT
PC 1479	2008 FORD CROWN VICTORIA	2FAFP71V18X176406	FIRE DEPT
PT 634	2007 FORD F-150	1FTRF12W27NA50862	CUSTODIAL SERVICES
PC1023	2000 CHEVY LUMINA	2G1WL52JXY1290714	PUBLIC WORKS

PT 607	2005 GMC SIERRA	1GTEC14V05Z318146	PARK MAINTENANCE
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IT IS FURTHER ORDERED that the following City of Jackson Impound Vehicles are to be sold at Auction on August 22, 2020:

	INVENTORY #	CASE #	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER	
1.	25634	16-110232	2006 MERCURY MARQUIS	2MEFM75V46X650924	Fund Balance II
2.	25210	16-084707	2015 CHEVROLET MALIBU	1G11D5SL5FF125569	Fund Balance II
3.	26417	17-044035	2003 CHEVROLET IMPALA	2G1WF55K139393722	Fund Balance II
4.	25284	16-095018	2001 JEEP CHEROKEE	1J4FF48S21L614810	Fund Balance II
5.	26617	17-077478	2000 VOLKSWAGEN BEETLE	3VWCA21C3YM414622	Fund Balance II
6.	25155	16-077796	1992 FORD F150	1FTEF14NXXKB22344	Fund Balance II
7.	25698	15-156904	1999 MERCURY MARQUIS	2MEFM75W3XX714414	Fund Balance II
8.	25629	16-147908	2004 FORD CROWN VICTORIA	2FAFP74W64X132934	Fund Balance II
9.	26783	17-105781	2005 KAWASAKI ZZR	JKAZX4J165A055212	Fund Balance II
10.	25402	16-115457	2003 SUZUKI MC	JS1GN7BA732101733	Fund Balance II
11.	26190	17-007559	2000 PONTIAC GRAND PRIX	1G2WP52K3YF201793	Fund Balance II
12.	25253	16-089802	2002 HONDA ACCORD	1HGCG22572A036165	Fund Balance II
13.	26137	17-001657	2002 CADILLAC DEVILLE	1G6KD57YX2U194900	Fund Balance II
14.	29001	19-041082	1995 CHRYSLER CONCORD	2C3HD56F4SH703507	Fund Balance II
15.	28950	19-042783	2000 CHEVROLET LUMINA	2G1WLS2J6Y1285624	Fund Balance II
16.	28945	19-038613	2016 DODGE CHALLENGER	2C3CDZAG4GH107466	Fund Balance II
17.	28908	19-034386	2000 GMC SIERRA	2GTEC195T5Y1212442	Fund Balance II
18.	28912	19-037124	2002 CHEVROLET MONTE CARLO	2G1WW12E629124430	Fund Balance II
19.	28927	19-036621	2008 PONTIAC GRAND PRIX	2G2WP552381172587	Fund Balance II
20.	28928	19-037039	2002 TOYOTA COROLLA	2T1BR12E12C577691	Fund Balance II
21.	28801	19-010824	2007 CHEVROLET SILVERADO	1GCEC19Z47Z176818	Fund Balance II
22.	28792	19-009012	2003 MITSUBISHI LANCER	JA3AJ26E43U102350	Fund Balance II
23.	28837	19-014114	2006 NISSAN ALTIMA	1N4AL11D66N373208	Fund Balance II
24.	28848	19-022503	2004 MERCURY GRAND MARQUIS	2MEFM74W34X630414	Fund Balance II
25.	28856	19-023327	2003 CHEVROLET TAHOE	1GNEC13Z03R110860	Fund Balance II
26.	28845	19-021208	2006 HONDA ACCORD	JHMCM568X6C006034	Fund Balance II
27.	28306	18-131657	2010 FORD FUSION	3FAHP0HA9AR405356	Fund Balance II
28.	28383	18-143115	1997 INFINITI I30	JNKCA21D1VT501149	Fund Balance II
29.	28889	19-030764	2004 TOYOTA CAMERY	4T1BE32K64U940839	Fund Balance II
30.	28887	19-030703	2009 CHEVROLET IMPALA	2G1WT57K091272497	Fund Balance II
31.	28865	19-025776	2004 BUICK LESABRE	1G4HP52K74U119751	Fund Balance II
32.	28857	19-023327	2012 DODGE RAM	1C6RD6KT8CS228611	Fund Balance II
33.	25898	16-090063	1999 MERCURY MARQUIS	2MEFM75WXX601120	Fund Balance II
34.	26604	17-073490	2006 FORD TAURUS	1FAFP56U16A156859	Fund Balance II
35.	27947	18-073217	2008 CHEVROLET IMPALA	2G1WT58N589282712	Fund Balance II
36.	27896	18-065974	2000 NISSAN FRONTIER	1N6DD26S6YC328136	Fund Balance II
37.	28393	18-143955	1999 CHEVROLET LUMINA	2G1WLS2M7X9250570	Fund Balance II
38.	28330	18-136722	1997 FORD EXPEDITION	1FMEU1764VLA27715	Fund Balance II

39.	28798	19-008081	2001 DODGE NEON	1B3ES46C21D151832	Fund Balance II
40.	28330	18-136722	1997 FORD EXPEDITION	1FM EU1764VLS27715	Fund Balance II
41.	28783	19-007553	1990 HONDA ACCORD	1HGCB7153LA055763	Fund Balance II
42.	28877	19-023097	2012 FORD FUSION	3FAHP0HG1CR119587	Fund Balance II
43.	28758	19-003418	1999 MERCURY MARQUIS	2MEFM74W0XX735707	Fund Balance II
44.	28871	19-026310	2001 LANDROVER RANGEROVER	SALPM16481A447036	Fund Balance II
45.	28791	19-08334	1998 MERCURY MARQUIS	2MEFM75W4WX676688	Fund Balance II
46.	28811	19-012774	2003 CHEVROLET CAVALIER	1G1JC52F937359166	Fund Balance II
47.	28829	19-011008	1999 GMC SUBURBAN	3GKEC16R1XG543389	Fund Balance II
48.	24053	15-167216	2005 CHEVROLET MALIBU	1G1ZT52845F336360	Fund Balance II
49.	23504	15-087500	1978 OLDSMOBILE 88	3N37R8C110803	Fund Balance II
50.	23455	15-079225	1995 FORD CROWN VICTORIA	2FAFP73W5WX158767	Fund Balance II
51.	23601	15-100344	2008 KAWASAKI ZX6	JKAZX4P168A041063	Fund Balance II
52.	23431	15-075521	2004 HONDA ACCORD	1HGCM72664A007189	Fund Balance II
53.	23221	14-100730	1976 CHEVROLET C10	CCL146S189238	Fund Balance II
54.	23907	15-142412	1995 SATURN SL	1G8ZH52835Z364891	Fund Balance II
55.	23703	15-049893	1988 VOLVO 240	YV1AX8850J1784281	Fund Balance II
56.	23477	15-082759	1994 FORD RANGER	1FTCR10A6RU898820	Fund Balance II
57.	28996	19-047935	2005 BUICK LESABRE	1G4HP52K45U152966	Fund Balance II
58.	28958	19-041707	2006 GMC YUKON	1GKFC13J77R188523	Fund Balance II
59.	29567	19-163988	2007 NISSAN ARMADA	5N1B08A07N713301	Fund Balance II
60.	29524	19-156398	2005 FORD FREESTAR	2FMZA57675DA56485	Fund Balance II
61.	26066	16-188300	1994 FORD MUSTANG	1FALP45T3RF205167	Fund Balance II
62.	23890	15-139874	2003 LINCOLN TOWNCAR	1LNHM81W53Y687857	Fund Balance II
63.	23300	15-055755	2002 HONDA CIVIC	1HGES26722L027350	Fund Balance II
64.	23596	15-100109	1981 OLDSMOBILE CUTLASS	1G3AM69A1BD481718	Fund Balance II
65.	23677	15-108202	1992 CHEVROLET SILVERADO	2GCEC19K3N1144113	Fund Balance II
66.	23980	15-154367	1993 PONTIAC BONNEVILLE	1G2HX53L2P1219844	Fund Balance II
67.	26561	17-066041	1995 CHRYSLER SEBRING	4C3AU442Y8SE201138	Fund Balance II
68.	25152	16-077726	1986 OLDSMOBILE CUTLASS	1G3GM47Y7GP370563	Fund Balance II
69.	25410	16-116664	1995 FORD MUSTANG	1FALP444XSF235590	Fund Balance II
70.	25213	16-084896	2005 HONDA ACCORD	1HGCM66525A012872	Fund Balance II
71.	25187	16-081870	2003 MERCURY SABLE	1MEFM50203A617716	Fund Balance II
72.	24503	15-231773	1999 MERCURY MYSTIQUE	1MEFM6535XK603897	Fund Balance II
73.	24315	15-205093	2003 MERCURY MARQUIS	2MEFM75W63X672752	Fund Balance II
74.	24213	15-061078	2013 CHEVROLET MALIBU	1G1NE52JX3M636957	Fund Balance II
75.	24149	15-178804	1992 SATURN SL2	1G8ZK5474NZ191566	Fund Balance II
76.	23745	15-117433	2005 MERCEDES E350	WDBUF65J85A668746	Fund Balance II
77.	24110	15-174254	1996 CHEVROLET S10	1GCCS194XT8220920	Fund Balance II
78.	25111	16-069122	1996 HONDA ACCORD	1HGCE667XTA019872	Fund Balance II
79.	25154	16-077796	2005 CHEVROLET SILVERADO	1GCEC19T552322040	Fund Balance II
80.	25322	16-102933	2008 PONTIAC G6	1G2ZG57B984206448	Fund Balance II
81.	25587	16-140553	2008 FORD TAURUS	1FAHP24W58G130583	Fund Balance II
82.	25637	16-149016	1997 CHEVROLET 3500	1GBGC33R8VF051336	Fund Balance II
83.	25654	16-151058	2008 CHEVROLET IMPALA	1G1ZK57738F198740	Fund Balance II
84.	25822	16-177102	2003 SATURN ION	1G8AJ52F38Z115276	Fund Balance II

39.	28798	19-008081	2001 DODGE NEON	1B3ES46C21D151832	Fund Balance II
40.	28330	18-136722	1997 FORD EXPEDITION	1FMEU1764VLS27715	Fund Balance II
41.	28783	19-007553	1990 HONDA ACCORD	1HGCB7153LA055763	Fund Balance II
42.	28877	19-023097	2012 FORD FUSION	3FAHP0HG1CR119587	Fund Balance II
43.	28758	19-003418	1999 MERCURY MARQUIS	2MEFM74W0XX735707	Fund Balance II
44.	28871	19-026310	2001 LANDROVER RANGEROVER	SALPM16481A447036	Fund Balance II
45.	28791	19-08334	1998 MERCURY MARQUIS	2MEFM75W4WX676688	Fund Balance II
46.	28811	19-012774	2003 CHEVROLET CAVALIER	1G1JC52F937359166	Fund Balance II
47.	28829	19-011008	1999 GMC SUBURBAN	3GKEC16R1XG543389	Fund Balance II
48.	24053	15-167216	2005 CHEVROLET MALIBU	1G1ZT52845F336360	Fund Balance II
49.	23504	15-087500	1978 OLDSMOBILE 88	3N37R8C110803	Fund Balance II
50.	23455	15-079225	1995 FORD CROWN VICTORIA	2FAFP73W5WX158767	Fund Balance II
51.	23601	15-100344	2008 KAWASAKI ZX6	JKAZX4P168A041063	Fund Balance II
52.	23431	15-075521	2004 HONDA ACCORD	1HGCM72664A007189	Fund Balance II
53.	23221	14-100730	1976 CHEVROLET C10	CCL146S189238	Fund Balance II
54.	23907	15-142412	1995 SATURN SL	1G8ZH5283S2364891	Fund Balance II
55.	23703	15-049893	1988 VOLVO 240	YV1AX8850J1784281	Fund Balance II
56.	23477	15-082759	1994 FORD RANGER	1FTCR10A6RUB98820	Fund Balance II
57.	28996	19-047935	2005 BUICK LESABRE	1G4HP52K45U152966	Fund Balance II
58.	28958	19-041707	2006 GMC YUKON	1GKFC13J77R188523	Fund Balance II
59.	29567	19-163988	2007 NISSAN ARMADA	5N1B08A07N713301	Fund Balance II
60.	29524	19-156398	2005 FORD FREESTAR	2FMZA57675DA56485	Fund Balance II
61.	26066	16-188300	1994 FORD MUSTANG	1FALP45T3RF205167	Fund Balance II
62.	23890	15-139874	2003 LINCOLN TOWNCAR	1LNHM81W53Y687857	Fund Balance II
63.	23300	15-055755	2002 HONDA CIVIC	1HGES26722L027350	Fund Balance II
64.	23596	15-100109	1981 OLDSMOBILE CUTLASS	1G3AM69A1BD481718	Fund Balance II
65.	23677	15-108202	1992 CHEVROLET SILVERADO	2GCEC19K3N1144113	Fund Balance II
66.	23980	15-154367	1993 PONTIAC BONNEVILLE	1G2HX53L2P1219844	Fund Balance II
67.	26561	17-066041	1995 CHRYSLER SEBRING	4C3AU442Y8SE201138	Fund Balance II
68.	25152	16-077726	1986 OLDSMOBILE CUTLASS	1G3GM47Y7GP370563	Fund Balance II
69.	25410	16-116664	1995 FORD MUSTANG	1FALP444XSF235590	Fund Balance II
70.	25213	16-084896	2005 HONDA ACCORD	1HGCM66525A012872	Fund Balance II
71.	25187	16-081870	2003 MERCURY SABLE	1MEFM50203A617716	Fund Balance II
72.	24503	15-231773	1999 MERCURY MYSTIQUE	1MEFM6535XK603897	Fund Balance II
73.	24315	15-205093	2003 MERCURY MARQUIS	2MEFM75W63X672752	Fund Balance II
74.	24213	15-061078	2013 CHEVROLET MALIBU	1G1NE52JX3M636957	Fund Balance II
75.	24149	15-178804	1992 SATURN SL2	1G8ZK5474NZ191666	Fund Balance II
76.	23745	15-117433	2005 MERCEDES E350	WDBUF65J85A668746	Fund Balance II
77.	24110	15-174254	1996 CHEVROLET S10	1GCCS194XT8220920	Fund Balance II
78.	25111	16-069122	1996 HONDA ACCORD	1HGCE667XTA019872	Fund Balance II
79.	25154	16-077796	2005 CHEVROLET SILVERADO	1GCEC19T55Z322040	Fund Balance II
80.	25322	16-102933	2008 PONTIAC G6	1G2ZG57B984206448	Fund Balance II
81.	25587	16-140553	2008 FORD TAURUS	1FAHP24W58G130583	Fund Balance II
82.	25637	16-149016	1997 CHEVROLET 3500	1GBGC33R8VF051336	Fund Balance II
83.	25654	16-151058	2008 CHEVROLET IMPALA	1G1ZK57738F198740	Fund Balance II
84.	25822	16-177102	2003 SATURN ION	1G8AJ52F38Z115276	Fund Balance II

130.	29377	19-125954	1991 HONDA ACCORD	1HGCB7663MA143571	Fund Balance II
131.	29411	19-133427	1999 CHEVROLET MONTE CARLO	2G1WW12M6X9114348	Fund Balance II
132.	29542	19-159884	1990 CHRYSLER NEW YORKER	1C3XY66R4LD784152	Fund Balance II
133.	27688	18-036080	2007 CHEVROLET TRAILBLAZER	1GSNDS13S172301381	Fund Balance II
134.	29356	19-122252	1996 NISSAN KSX	1N6SD16S2TC307018	Fund Balance II
135.	27931	18-070890	2008 FORD CVP	2FAFP71VX8X138673	Fund Balance II
136.	29390	19-129157	2005 GMC ENVOY	1GKDS13S952160408	Fund Balance II
137.	29517	19-155693	2008 MERCEDES S55	WDDNG86X38A171664	Fund Balance II
138.	27863	18-061482	2007 HYUNDAI ENTOURAGE	KNDMC233X76033007	Fund Balance II
139.	29355	19-121802	1998 FORD F150	1FTZX1720WKC42526	Fund Balance II
140.	28946	19-038758	2005 CHEVROLET IMPALA	2G1WH52K559325733	Fund Balance II
141.	29404	19-132199	2007 CHEVROLET HHR	3GNDA3P975598480	Fund Balance II
142.	29496	19-151973	2003 CHEVROLET TAHOE	1GNEC13Z53R166003	Fund Balance II
143.	28939	19-039756	2011 CHEVROLET CRUZE	1G1PH5S9XB7277953	Fund Balance II
144.	29479	19-149802	2013 CADILLAC XTS	3GYFNDE37DS593208	Fund Balance II
145.	29408	19-132941	1998 FORD MUSTANG	1FAFP4043WF162605	Fund Balance II
146.	29343	19-119253	1995 BUICK CENTURY	1G4AG55M5S6411446	Fund Balance II
147.	29402	19-131372	2007 FORD FUSION	3FAHP08157R192639	Fund Balance II
148.	29351	19-121566	2004 PONTIAC SE1	1G2NF52E94M541996	Fund Balance II
149.	29336	19-118246	2006 SATURN ION	1G8AJ55F56Z112545	Fund Balance II
150.	29470	19-147772	2007 SUZUKI RENO	KL5JD66Z37K676206	Fund Balance II
151.	27858	18-060688	2008 CHEVROLET IMPALA	2G1WT58N689143169	Fund Balance II
152.	27756	18-041348	2007 NISSAN MAXIMA	1N4BA41E17C804426	Fund Balance II
153.	29368	19-123604	1998 FORD F150	1FTZX1768WNA95082	Fund Balance II
154.	29393	19-127490	2009 NISSAN ALTIMA	1N4AL21E49N442366	Fund Balance II
155.	28699	18-192256	2004 KIA OPTIMA	KNAGD126745253106	Fund Balance II
156.	28712	18-188777	2005 CHEVROLET UPLANDER	1GNDV223L25D262789	Fund Balance II
157.	28796	19-010139	2004 FORD CROWN VICTORIA	2FAFP71W54X166352	Fund Balance II
158.	28752	19-002371	2008 ACURA MDX	2HNYD18261H512775	Fund Balance II
159.	29457	19-144100	1998 CHEVROLET GC1	1GCEC19R5WE148628	Fund Balance II
160.	19497	19-151784	2007 HYUNDAI SONATA	5NPEU46F37H162621	Fund Balance II
161.	29407	19-132676	2006 FORD TAURUS	1FAFP53U66A177372	Fund Balance II
162.	27883	18-063856	2009 DODGE AVENGER	1B3LC46B09N528496	Fund Balance II
163.	29442	19-140883	1996 HONDA ACCORD	1HGCD5637TA070000	Fund Balance II
164.	28924	19-036621	2007 CHEVROLET IMPALA	2G1WB58K679381143	Fund Balance II
165.	27748	18-042475	1993 GMC SIERRA	1GTEC14Z0PZ515145	Fund Balance II
166.	29416	19-134131	2007 TOYOTA CAMRY	4T1BE46KX7U552680	Fund Balance II
167.	28917	19-035644	2003 CHEVROLET AVALANCHE	3GNEC13T73G317287	Fund Balance II
168.	29471	19-148168	1995 GMC TG2	2GTEG25H1F4511465	Fund Balance II
169.	29423	19-128961	2006 INFINITI G35	JNKCV54E16M708114	Fund Balance II
170.	27814	18-053917	2007 FORD EXPEDITION	1FMEU64827UA79070	Fund Balance II
171.	29384	19-128055	2004 FORD FOCUS	1FAHP36313W320338	Fund Balance II
172.	25718	16-161013	2003 FORD TAURUS	1FAFP55S03G116989	Fund Balance II
173.	28671	18-187417	2004 NISSAN ALTIMA	1N4AL11DX4C142790	Fund Balance II
174.	29325	19-116730	2005 MERCURY MONTEGO	1MEFM40135G601799	Fund Balance II
175.	29302	19-113306	2003 CHEVROLET TRAILBLAZER	1GNDS13S132268330	Fund Balance II

222.	24906	16-049103	2000 HONDA ACCORD	1HGCG5541YA042332	Fund Balance II
223.	25606	16-141872	1995 JEEP CHEROKEE	1J4F778S8SL611633	Fund Balance II
224.	26028	16-210048	2004 CHEVROLET TAHOE	1GNEC13V74R165255	Fund Balance II
225.	27871	18-061739	2005 CHEVROLET EQUINOX	2CNDL63FX56066626	Fund Balance II
226.	26904	17-128608	1999 FORD EXPEDITION	1FMPU18L1XLC38502	Fund Balance II
227.	28283	18-127297	2006 AUDI A4	WAUAF78E46A228353	Fund Balance II
228.	28261	18-123793	2000 HONDA ACCORD	1HGCG5551YA145646	Fund Balance II
229.	28251	18-122381	1995 FORD EXPLORER	1FMDU32X3SUB92393	Fund Balance II
230.	29054	19-060574	2000 MERCURY GRAND MARQUIS	2MEFM75W9YX656925	Fund Balance II
231.	28902	19-032714	2002 GMC YUKON	3GKEC16Z12G182738	Fund Balance II
232.	28818	19-015498	2001 MERCURY GRAND MARQUIS	2MEFM74W71X640522	Fund Balance II
233.	29004	19-049365	2005 DODGE CARAVAN	1D4GP45R15B214308	Fund Balance II
234.	28483	18-160531	1996 NISSAN SANTA FE	1N4AB41D3TC717041	Fund Balance II
235.	28985	19-046495	2006 FORD TAURUS	1FAFO53U56A203752	Fund Balance II
236.	28304	18-130962	1999 HONDA CIVIC	1HGEJ8644XL035470	Fund Balance II
237.	28359	18-133383	2002 ACURA TL	19UUA56852A049492	Fund Balance II
238.	28399	18-145258	2001 FORD TAURUS	1FAFP55UX1A117245	Fund Balance II
239.	28403	18-146466	1996 MERCURY GRAND MARQUIS	2MELM74W4TX648521	Fund Balance II
240.	28886	19-030024	2007 TOYOTA RAV4	JTMZK33V475014541	Fund Balance II
241.	28279	18-126504	2007 CHRYSLER SEBRING	1C3LC56R27N505224	Fund Balance II
242.	28439	18-152439	2009 CHEVROLET IMPALA	2G1WS57MX91284578	Fund Balance II
243.	28970	19-041350	2004 CHEVROLET TRAILBLAZER	1GNDS13S942279464	Fund Balance II
244.	28464	18-157050	2003 MAZDA 6	1YVFP80C035M10278	Fund Balance II
245.	27929	18-070604	2002 NISSAN ALTIMA	1N4AL11D52C289564	Fund Balance II
246.	28464	18-157050	2003 MAZDA 6	1YVFP80C035M10278	Fund Balance II
247.	27929	18-070604	2002 NISSAN ALTIMA	1N4AL11D52C289564	Fund Balance II
248.	28766	19-005206	2004 FORD CROWN VICTORIA	2FAFP74W04X177979	Fund Balance II
249.	26935	17-133161	2001 DODGE NEON	1B3S46C01D195599	Fund Balance II
250.	28434	18-151051	2003 SATURN ION	1G8AW12F23Z185026	Fund Balance II
251.	28780	19-004342	2006 BUICK LUCERNE	1G4HD57266U233292	Fund Balance II
252.	27418	17-206699	2005 HONDA ACCORD	1HGCM56845A036241	Fund Balance II
253.	28179	18-112122	2012 CHEVROLET IMPALA	2G1WC530C1180048	Fund Balance II
254.	28485	18-	2001 HONDA ACCORD	1HGCG56671A129660	Fund Balance II
255.	27545	18-013622	2007 PONTIAC G6	1G2ZG58N474177772	Fund Balance II
256.	23509	15-088044	2004 DODGE RAM SQ1	1D7HA18N34S667506	Fund Balance II
257.	29381	19-127101	2008 FORD FUSION	3FAHP06Z78R150824	Fund Balance II
258.	27439	18-000477	1993 BUICK PARK AVENUE	1G4CW53L5P1611320	Fund Balance II
259.	26973	17-138218	2006 SUBARU 3H6	4S4WX85C064405750	Fund Balance II
260.	27851	18-059284	2001 FORD CROWN VIC	2FAFP74W21X202022	Fund Balance II
261.	29500	19-152321	2013 MAZDA 3	JM1BL1U78D1719249	Fund Balance II
262.	28293	18-128595	2006 TOYOTA COROLLA	1NXBR32E96Z647700	Fund Balance II
263.	28988	19-046873	2001 FORD MUSTANG	1FAFP44441F135402	Fund Balance II
264.	28486	18-161084	2001 KIA RIO	KNADC123416024691	Fund Balance II
265.	28476	18-157999	1998 NISSAN ALTIMA	1N4DL01D2WC213197	Fund Balance II

308.	29795	20-000749	2006 BUICK RENDEZVOUS	3G5DA03L56S603202	Fund Balance II
309.	30078	20-047090	2007 SATURN VUE	5GZCZ53467S815332	Fund Balance II
310.	40000	20-051424	1999 FORD F150	1FTRX17WXXKA21018	Fund Balance II
311.	30084	20-047660	2007 HONDA ACCORD	1HGCM56867A211205	Fund Balance II
312.	29886	20-013940	2004 KIA SORENTO	KNDJD733145291446	Fund Balance II
313.	29916	20-016816	2008 PONTIAC G6	1G2ZG57B884104977	Fund Balance II
314.	29952	20-025595	2010 FORD CROWN VICTORIA	2FABP78V2AX116153	Fund Balance II
315.	29981	20-024952	2004 BUICK LACROSSE	2G4WD562451231432	Fund Balance II
316.	26778	17-103954	1999 GMC SIERRA	1GTEK19T4XE552665	Fund Balance II
317.	29870	20-012002	1993 MITSUBISHI MONTERO SPORT	JA4MR51HPJ001346	Fund Balance II
318.	29737	19-183781	2000 AUDI A8	WAUFL54D7YN008572	Fund Balance II
319.	29862	20-010701	2007 GMC SIERRA	3GTEC14X97G226621	Fund Balance II
320.	29657	19-175834	2006 CHEVROLET IMPALA	2G1WU581X69225672	Fund Balance II
321.	29768	19-185288	2006 MITSUBISHI ENDEAVOR	4A4MM21SX6E056629	Fund Balance II
322.	29772	19-188572	1999 TOYOTA AVALON	4T1BF1881XU303757	Fund Balance II
323.	29786	19-190130	2006 PONTIAC G6	1G2ZG558564258261	Fund Balance II
324.	29766	19-187478	1996 TOYOTA DLX	4T1BG12K1TU757555	Fund Balance II
325.	29686	19-179022	1996 CHEVROLET GC1	2GCEC19R0T1176169	Fund Balance II
326.	29831	20-005910	2003 DODGE DURANGO	1D4HR38N53F554097	Fund Balance II
327.	29888	20-004055	2009 TOYOTA CAMRY	4T1BK46K79U577340	Fund Balance II
328.	30068	20-045208	2015 HONDA ACCORD	1HGCR2F58FA266755	Fund Balance II
329.	29936	20-	2003 BMW 325I	WBAET37423NJ31880	Fund Balance II
330.	29716	19-181280	2009 DODGE CHARGER	2B3KA43T39H597562	Fund Balance II
331.	29995	20-031284	1998 MERCURY GRAND MARQUIS	2MEFM75WXWX662889	Fund Balance II
332.	29660	19-176035	2007 NISSAN ALTIMA	1N4AL21E17C2225527	Fund Balance II
333.	29760	19-186153	2003 CHEVROLET AVALANCHE	3GNEK13T63G290778	Fund Balance II
334.	27295	17-188081	2001 JAGUAR STP	SAJDA01N51FM09619	Fund Balance II
335.	22218	14-139705	1999 BMW 528I	WBADM6344XBY33996	Fund Balance II
336.	29683	19-164658	2005 CHEVROLET CLASSIC	1G1ND52F45M197210	Fund Balance II
337.	40003	20-050082	2010 DODGE RAM 1500	1D7R81GT2AS232425	Fund Balance II
338.	30047	20-020274	2007 NISSAN ALTIMA	1N4AL21E77C214886	Fund Balance II
339.	29075	19-064055	2002 TOYOTA COROLLA	1NXBR12E12Z570626	Fund Balance II
340.	27735	18-041252	2004 DODGE RAM	1D7HA16N94J239836	Fund Balance II
341.	27701	18-037492	2003 PONTIAC GRAND AM	1G2NF52EX3C237788	Fund Balance II
342.	27736	18-041315	1991 GMC 1500	1GTDC14K0ME501330	Fund Balance II
343.	29961	20-026375	2003 FORD 3SD	1FTSE3AL7YHB44397	Fund Balance II
344.	24703	16-019681	2002 CHEVROLET SUBURBAN	3HNEC16Z02G228773	Fund Balance II
345.	24262	15-195642	1999 MITSUBISHI SPORT	JA4LS31H2XP022297	Fund Balance II
346.	19489	12-188220	2000 DODGE DAKOTA	1B7GL22X2YS609621	Fund Balance II
347.	29745	19-184288	1984 FORD F150	1FTCF15F4ELA02323	Fund Balance II
348.	24583	16-005296	1997 FORD F150	2FTEX17L7VCA49090	Fund Balance II
349.	24647	16-014941	1984 OLDSMOBILE CUTLASS	1G3AR69Y6EM301684	Fund Balance II

350.	27864	18-061659	2002 FORD EXPEDITION	1FMRU17L22LA60750	Fund Balance II
351.	29590	19-154837	2007 SUBARU SIDETRACK	JF22GPAKC8E8268165	Fund Balance II
352.	29078	19-064842	2004 CHEVROLET MONTE CARLO	2G1WW12E849407379	Fund Balance II
353.	28938	19-039925	2002 CHEVROLET TRAILBLAZER	1GNDS13S942179283	Fund Balance II
354.	29845	20-005976	2005 CHEVROLET MALIBU	1G1ND52F95M195887	Fund Balance II
355.	29441	20-022017	1996 TOYOTA AVALON	4T1BF12B7TU103114	Fund Balance II
356.	29836	20-006383	2006 HONDA ACCORD	1HGCM56186A009614	Fund Balance II
357.	29740	19-183758	2005 PONTIAC GRAND AM	2G2WP522X51340631	Fund Balance II
358.	26634	17-080525	2005 PONTIAC GRAND AM	1G2NW12E05M127113	Fund Balance II
359.	25228	16-086976	1996 FORD F250	1FTHX25H3TEB19127	Fund Balance II
360.	30097	20-050778	2003 NISSAN MAXIMA	JN1DA31D33T503917	Fund Balance II
361.	29930	20-020866	2002 HONDA ACCORD	1HGCF866X2A027503	Fund Balance II
362.	29464	19-146093	1995 FORD F150	1FTEX15N4SKB94938	Fund Balance II
363.	29274	19-108313	2013 DODGE CHARGER	2C3CDYBT0DH733744	Fund Balance II
364.	28358	18-046885	2000 LANDROVER DII	SALTY1240YA278018	Fund Balance II
365.	28290	18-128517	2014 NISSAN ALTIMA	1N4AL3AP2EN200113	Fund Balance II
366.	27029	17-146570	2000 FORD MUSTANG	1FAFP4046YF290985	Fund Balance II
367.	26891	17-126877	1999 HONDA ODYSSEY	2HKRL1855XH510118	Fund Balance II
368.	27793	18-050498	2006 CHEVROLET MALIBU	1G1ZS538X6F245760	Fund Balance II
369.	24905	16-049103	2005 LINCOLN TOWNCAR	1LNHM81W058605648	Fund Balance II
370.	29592	19-167847	2006 NISSAN ALTIMA	1N4AL11D16C170805	Fund Balance II
371.	25433	16-119144	DODGE CHALLENGER	BURNED VEHICLE(NO VIN)	Fund Balance II
372.	28705	18-192412	HYUNDAI SONATA	BURNED VEHICLE(NO VIN)	Fund Balance II
373.	24134	15-177851	FORD F150	BURNED VEHICLE(NO VIN)	Fund Balance II
374.	25045	16-065162	UNKNOWN (KIA)	BURNED VEHICLE(NO VIN)	Fund Balance II
375.	25101	16-071840	UNKNOWN	BURNED VEHICLE(NO VIN)	Fund Balance II
376.	25256	16-090547	PT CRUISER	BURNED VEHICLE(NO VIN)	Fund Balance II
377.	25180	16-080913	CHEVROLET IMPALA	BURNED VEHICLE(NO VIN)	Fund Balance II
378.	25782	16-170411	UNKNOWN(POSSIBLY NISSAN)	BURNED VEHICLE(NO VIN)	Fund Balance II
379.	26768	17-101871	TOYOTA	BURNED VEHICLE(NO VIN)	Fund Balance II
380.	28644	18-183238	GMC SUV	BURNED VEHICLE(NO VIN)	Fund Balance II
381.	29816	20-003691	LEXUS	BURNED VEHICLE(NO VIN)	Fund Balance II
382.	26485	17-051932	BUICK LACROSSE	BURNED VEHICLE(NO VIN)	Fund Balance II
383.	29651	19-175543	UNKNOWN	BURNED VEHICLE(NO VIN)	Fund Balance II
384.	24419	15-217308	CHEVEROLET TAHOE	1GNEK13R3WR108799	Fund Balance II
385.	28423	18-	1994 GMC 1500	2GTEC19K3R1591370	Fund Balance II
386.	29893	20-015176	1998 FORD F150	1FTZF1726WNB50970	Fund Balance II
387.	26809	17-107926	2012 JONWAY SCOOTER	L8YTCKPCOC5100027	Fund Balance II
388.	26884	17-125150	1999 TOYOTA AVALON	4T1BF188XXU340497	Fund Balance II
389.	27862	18-061482	2004 HONDA ACCORD	1HGCM56394A006185	Fund Balance II
390.	28485	18-	2001 HONDA ACCORD	1HCGC56671A129660	Fund Balance II
391.			1996 JEEP LRO	1J4FX58S0TC175998	Fund Balance II

392.			1997 TOYOTA UEX	4T1BG22K7VU128360	Fund Balance II
393.	24561	16-002079	1998 FORD EXPEDITION	1FMRU17L5WLA63311	Fund Balance II
394.	27615	18-024079	2005 MITSUBISHI GALANT	4A3AB46F95E037993	Fund Balance II
395.	27555	18-016610	2002 MERCURY GRAND MARQUIS	2MEFM74W22X605971	Fund Balance II
396.	29122	19-075599	2004 LINCOLN EXS	1LNHM81W04Y653892	Fund Balance II
397.	27429	17-208372	2003 CHEVROLET KAV	3GNEK13T43G106793	Fund Balance II
398.	28588	18-176280	2004 HONDA ACCORD	1HGCM66514A012425	Fund Balance II
399.	29934	20-021366	1997 FORD EXPLORER	1FMDU35P2VUB13487	Fund Balance II
400.	29825	19-180293	1999 MERCURY GRAND MARQUIS	2MEFM74W4XX652023	Fund Balance II
401.			2003 CHEVROLET IMPALA	2G1WH52K139226694	Fund Balance II
402.			1994 CHEVROLET GC1	1GCDC14K2RZ167866	Fund Balance II

IT IS FURTHER ORDERED that the Municipal Fleet Manager is authorized to sign necessary documents to transfer title of motor vehicles and equipment, which are sold at the public auction.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

August 6, 2020

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description / Purpose	Order authorizing the sale of surplus city vehicles and impounded/abandoned vehicles.					
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	3. Infrastructure and Transportation					
3.	Who will be affected	City Department with inoperable vehicles and equipment					
4.	Benefits	Clear space for additional vehicles and bring revenue to the City of Jackson					
5.	Schedule (beginning date)	August 22, 2020					
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City-wide					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City Department – PUBLIC WORKS – FLEET MANAGEMENT					
8.	COST	N/A					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A					
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____	
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____	
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____	

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams, Interim Director of Public Works

A handwritten signature in blue ink that reads "Charles Williams".

Date: July 31, 2020

Re: City Auction – Sale of Surplus City Vehicles and other equipment –
August 22, 2020

The attached list of City owned vehicles and equipment has been dead lined due to repair cost, damage and decreased value as to the City's fleet. The cost to maintain this equipment due to age and mileage out weights its current value. Therefore, I am requesting authority to sell the attach list of vehicles and equipment at a City held auction to be held on August 22, 2020 at the Municipal Garage located at 4225-C Michael Avalon Drive.

The auction will be advertised in the Clarion Ledger and the Jackson Advocate prior to the auction date. Nick Clark, the auctioneer will send approximately forty-five hundred brochures out to potential buyer and will send a global e-mail twice to at least twenty-eight hundred prospective buyers.

Should you have any questions please feel free to contact me at (601) 960-2091.

CW/dd


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756



OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING SALE OF CITY-OWNED MOTOR VEHICLES AND EQUIPMENT WITH IMPOUNDED AND ABANDONED VEHICLES AT PUBLIC AUCTION ON AUGUST 22, 2020** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/9/20
DATE

ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)

8/17/20
OFFICE OF THE CITY ATTORNEY
2020

WHEREAS, a portion of a sewer main collapsed on Ridgewood Road and the intersection of Ridgewood Road and Sheffield Drive within right-of-way; and

WHEREAS, the collapse resulted in large voids within the pavement structure creating a welfare and safety issue for motorist traveling on Ridgewood; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and


WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc, in an amount not to exceed \$351,288.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. in an amount not to exceed \$351,288.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Ridgewood Road and the intersection of Ridgewood Road and Sheffield Drive is ratified.

Agenda Item #53
August 18, 2020

BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents on Ridgewood Road																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	Ongoing																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Cost: \$351,288.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32  Sewer Repair Emergency Funds \$3,500,000.00																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Ridgewood Road and Sheffield Drive Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$351,288.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency repair contract with Delta Constructors, Inc, for the Ridgewood Road and Ridgewood Road/Sheffield Drive Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main on Ridgewood Road and the intersection of Ridgewood Road/Sheffield Drive. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

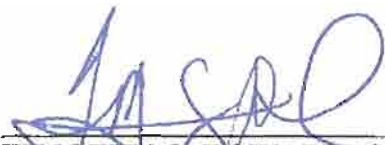
Office of the City Attorney


455 East Capital Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/9/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE SEWER REPAIR EMERGENCY RIDGEWOOD ROAD AND AT THE INTERSECTION OF RIDGEWOOD ROAD AND SHEFFIELD DRIVE (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/9/20
DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

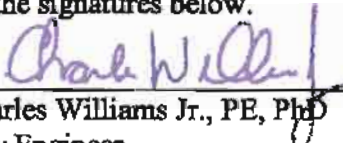
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

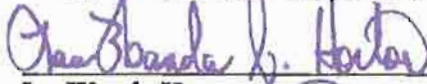


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor



DATE

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY RIDGEWOOD & SHEFFIELD ROAD

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Ridgewood & Sheffield Road;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:


1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Ridgewood Road & Sheffield Road. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$351,288.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 10, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.


6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$351,288.00.
7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.
8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.
9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 14th day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Delta Constructors, Inc.

 Date July 14, 2020
Chokwe Antar Lumumba, Mayor
108

 Date July 14, 2020
Joe H. Campbell
President

PROPOSAL FORM

SEWER REPAIR EMERGENCY RIDGEWOOD & SHEFFIELD ROAD CITY OF JACKSON, MS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Clean and TV Inspection of 42" Sewers	184	LF	\$ 16.00	\$ 2,944.00
3	Bypassing - Set Up/ Remove (two 18" pumps/hose)	1	LS	\$ 29,000.00	\$ 29,000.00
4	Bypassing - Runtime (24 hour)	30	DAY	\$ 700.00	\$ 21,000.00
5	Bypassing - Set Up/ Remove (one 8" pumps/hose)	1	LS	\$ 12,500.00	\$ 12,500.00
6	Bypassing - Runtime (24 hour)	20	DAY	\$ 300.00	\$ 6,000.00
7	42" Point Repair 0-18' Long 12'-16' Deep (pipe by COJ)	1	EA	\$ 59,000.00	\$ 59,000.00
8	42" Point Repair (> than 18') 12'-16' Deep (pipe by COJ)	10	LF	\$ 1,200.00	\$ 12,000.00
9	12" Point Repair 0 - 40 LF (including SDR26 pipe)	1	EA	\$ 37,600.00	\$ 37,600.00
10	12" Point Repair > than 40' (including SDR26 pipe)	14	LF	\$ 400.00	\$ 5,600.00
11	Traffic Control Setup/Remove	1	LS	\$ 3,000.00	\$ 3,000.00
12	Traffic Control - signs/barrels	1	LS	\$ 2,000.00	\$ 2,000.00
13	Traffic Control Airboard - Two	30	DAY	\$ 400.00	\$ 12,000.00
14	Sawcut Existing Asphalt Pavement 10"-12" thick	224	LF	\$ 14.00	\$ 3,136.00
15	Remove Existing Asphalt Pavment 10"-12" thick	185	SY	\$ 20.00	\$ 3,700.00
16	Select Backfill LVM Sand	750	CY	\$ 18.00	\$ 13,500.00
17	Bedding Material 610 Stone	150	TONS	\$ 55.00	\$ 8,250.00
18	610 Limestone Trench Backfill LVM	1,000	TONS	\$ 55.00	\$ 55,000.00
19	Replace Asphalt Pavement Base BB-1 8" th	90	TONS	\$ 250.00	\$ 22,500.00
20	Replace Asphalt Pavement Surface Course SC-1 2" th	30	TONS	\$ 300.00	\$ 9,000.00
21	Striping	150	LF	\$ 5.00	\$ 750.00
22	42" DI Sleeve w/megalugs 401P	2	EA	\$ 7,500.00	\$ 15,000.00
23	Misc. Concrete Unformed	15	CY	\$ 500.00	\$ 7,500.00
24	Concrete Curb/Gutter Remove/Replace	10	LF	\$ 22.50	\$ 225.00
25	Concrete Paving Sidewalk/Driveway	1	SY	\$ 83.00	\$ 83.00
TOTAL PROPOSAL:					\$ 351,288.00

SUBMITTED BY: **DELTA CONSTRUCTORS, INC.**

P.O. Box 9545, Jackson, MS 39286-9545

 Joe H. Campbell, President

7/10/20

 Date

Certificate of Responsibility No. 07487-MC

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

July 10, 2020

Joe Campbell, President
Delta Constructors, Inc.
P.O. Box 9545
Jackson, Mississippi 39286-9545

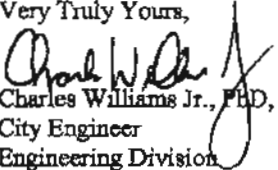
NOTICE TO PROCEED

Ridgewood Road Sewer Emergency, HINDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Delta Constructors, Inc, to start work on the Ridgewood Road Sewer Emergency commencing July 13, 2020. The City has discovered two voids in the pavement due to sewer collapses threatening the safety and welfare of motorists traveling along Ridgewood Road. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,


Charles Williams Jr., Ph.D., P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Bill Miley, Utilities Manager
Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Delta Constructors Inc
P O Box 9548
Jackson, MS 39288-9548

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
82 Maple Avenue
Keene, New Hampshire 03431

OWNER:
(Name, legal status and address)
City of Jackson
PO Box 17
Jackson, MS 39205-0017

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34528
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: July 14, 2020
Amount: \$351,288.00

Description:
(Name and location)
Ridgewood Road Sewer Emergency, Hinds County

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$351,288.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Delta Constructors, Inc.

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: [Signature]
Name and Title:
Joe H. Campbell, President

Signature: [Signature]
Name and Title:
William D. Home, III, Attorney-in-fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 16 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201566-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Home, III; William D. Home, Jr.; Renee Lyncette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 8:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal of King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lewislynn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2020.



By: Renee C. Lewislynn
Renee C. Lewislynn, Assistant Secretary



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Delta Constructors Inc.
P O Box 9545
Jackson, MS 39288-9545

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER:
(Name, legal status and address)
City of Jackson
PO Box 17
Jackson, MS 39205-0017

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34628
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: July 14, 2020
Amount: \$351,288.00

Description:
(Name and location)
Ridgewood Road Sewer Emergency, Hinds County

BOND

Date:
(Not earlier than Construction Contract Date)
Amount: \$351,288.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Delta Constructors, Inc.

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:
Name and Title:
Joe H. Campbell, President

Signature:
Name and Title:
William D. Home, III, Attorney-in-fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201555-018144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown, William D. Horne, III, William D. Horne, Jr., Renee Lynette Martin, Patricia B. Moore, Paula R. Ruffow, Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



DELTCO-02

JWALKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Cindy Cole, APA, CPIW, CISR PHONE (A/C, No, Ext): (601) 960-8234 FAX (A/C, No): (601) 208-3005 E-MAIL ADDRESS: ccole@fbbins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Luba Casualty Insurance Company</td> <td>12472</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Brierfield Insurance Company	10993	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Luba Casualty Insurance Company	12472	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Delta Constructors, Inc. P.O. Box 9345 Jackson, MS 39286														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR RGRD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP100035154-02	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA100009516-04	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP41M8833820	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	028000021610120	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CPP100035154-02	1/1/2020	1/1/2021	\$2,500 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Emergency Repair Ridgewood Road Sewer Rehab.
 Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability, Auto and Workers Compensation policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability and Auto Policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER City of Jackson P.O. Box 17 Jackson, MS 39202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE
CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC.,
FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR (WARD
6)**

OFFICE OF THE CITY CLERK
8-18-2020
7-7-2020
ASW

WHEREAS, the Department of Public Works discovered a collapsed sewer main on Forest Hill Road discharging raw sewer violating the Clean Water Act; and

WHEREAS, on January 21, 2020 the City of Jackson accepted Hemphill Construction Company's quote in an amount not to exceed \$36,156.20; and

WHEREAS, during construction the City discovered additional damage to sewer main increasing the labor and materials cost in an amount of \$169,197.00; and


WHEREAS, the total cost for construction increased from \$36,156.50 to \$205,353.50; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the governing authorities approve Change Order No.1 in the amount of \$169,156.50 and the total cost of \$205,353.50; and

IT IS, THEREFORE, ORDERED that the City make final payment in the amount of \$205,353.50 and release all securities held to Hemphill Construction Company, Inc., for all the work completed and materials furnished under this contract and the City Clerk publish the Notice of Completion of the Forest Hill Road Sewer Emergency Sewer Repair.

Agenda Item #54
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 24, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPILL CONSTRUCTION COMPANY, INC., FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR (WARD 6)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents on Forest Hill Road																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 6																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Final Cost: \$205,353.50																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr. PE, PhD, Interim Director/City Engineer



Agenda Item: Forest Hill Road Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, August 4, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: \$205,353.50
Project/Contract Type: Sewer Repair
Funding Source: Fund 173 1% Sales Tax
Schedule/Time: Completed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the approval of Change Order No. 1/Final payment to Hemphill Construction Company, Inc, for the Forest Hill Road Sewer Main Emergency Repair. The work performed repairing a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda item. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

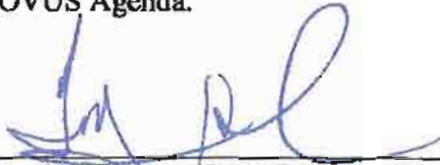
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JSH
8-7-2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* JSH

8/9/20

DATE

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	HCC Project # H18107/H18108	Purchase Order #
Name of Project Forest Hill Road Emergency Sewer Repair	Periodic Estimate No. 1 Final	
Location of Project Jackson, MS	Period 6/1/20 - 6/30/20	
Name and Address of Owner: City of Jackson, Mississippi C/O City of Jackson, Mississippi P.O. Box 17 Jackson, MS 39205 Attn: Bill Wiley, Utility Manager	Name and Address of Contractor: Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

Schedule of Contract Change Orders

(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order No. (1)	Date (2)	Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
1		Final quantity adjustments.	\$169,197.00	
Totals			\$169,197.00	\$0.00

Analysis of Adjusted Contract Amount

(a)	Original Contract Amount	\$36,156.60
(b)	Plus: Additions Scheduled in Column 4 Above	\$169,197.00
(c)	Less: Deductions Scheduled in Column 5 Above	\$0.00
(d)	Adjusted Contract Amount to Date	\$205,353.60

Analysis of Work Performed to Date

(a)	Cost of Original Contract Work Performed to Date	\$187,703.60
(b)	Extra Work Performed to Date by Change Order	\$17,650.00
(c)	Total Cost of Work Performed to Date	\$205,353.60
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$205,353.60
(f)	Less: Retainage (0%)	\$0.00
(g)	Subtotal of (e) and (f)	\$205,353.60
(h)	Less: Amount of Previous Estimates	\$0.00
(i)	Amount Due This Estimate	\$205,353.60

Certificate of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

HEMPHILL CONSTRUCTION COMPANY, INC.
(Contractor)

By: _____
Title: President
Date: 7/20/2020

Recommendation of Engineer / Owner

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated herein. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

CITY OF JACKSON, MISSISSIPPI
(Engineer)

By: _____
Recommended Amount: _____
Date: _____

CITY OF JACKSON, MISSISSIPPI
(Owner)

By: _____
Recommended Amount: _____
Date: _____

Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Cost of Unaccomplished Work	% Comp.
20	Replica Existing 6" Service Connection Box Tread-off Lateral (8-12)	2.00	EA	\$4,500.00	\$9,100.00	0.00	2.00	2.00	\$0.00	\$9,100.00	\$9,100.00	\$0.00	100%
21	Connect to Existing Manhole	2.00	EA	\$2,000.00	\$4,000.00	0.00	2.00	2.00	\$0.00	\$4,000.00	\$4,000.00	\$0.00	100%
22	Undercut Excavation	60.00	CY	\$17.50	\$1,050.00	0.00	60.00	60.00	\$0.00	\$1,050.00	\$1,050.00	\$0.00	100%
	Total Change Order 1				\$161,187.00				\$0.00	\$17,680.00	\$17,680.00	\$161,187.00	10.43%
	Total Current Contract				\$205,353.50				\$0.00	\$35,363.00	\$35,363.00	\$170,000.00	100.00%

ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF HEMPHILL CONSTRUCTION COMPANY, INC, FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 6)

OFFICE OF THE CITY ATTORNEY
3/20/20

WHEREAS, the Department of Public Works discovered a collapsed sewer main on Forest Hill Road discharging raw sewer violating the Clean Water Act; and

WHEREAS, pursuant to Section 31-7-31 (b) of the Mississippi Code of 1972, the City of Jackson solicited competitive written bids from three contractors to repair the collapsed sewer main; Hemphill Construction Company, Inc, Utility Constructors, Inc, and Delta Constructors, Inc; and

WHEREAS, Hemphill Construction Company, Inc, submitted the lowest bid and the City of Jackson accepted the lowest bid from Hemphill Construction Company, Inc, in amount of \$36,156.50; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the governing authorities accept the bid of Hemphill Construction Company, Inc. in the amount of \$36,156.50 as the lowest and best bid to make repairs to a collapsed sewer main on Forest Hill Road.

IT IS, THEREFORE, ORDERED that the written competitive bid of Hemphill Construction Company, Inc. in the amount of \$36,156.50 is accepted as the lowest and best bid in accordance with the City's solicitation of written competitive bids; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk for the City of Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Hemphill Construction Company, Inc. to repair a collapsed sewer main on Forest Hill Road consistent with the bid being accepted.

BY: MILLER, WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

January 10, 2020

	POINTS	COMMENTS
1.	Brief Description/Purpose	ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF HEMPILL CONSTRUCTION COMPANY, INC, FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 6)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Citizens in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	Residents on Forest Hill Road
4.	Benefits	Sewer Infrastructure
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 6
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	Cost: \$36,156.50
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 173
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____

Council Agenda Item Memorandum

To: Chokwe Antar Lamumba

From: Robert K. Miller, Director



Agenda Item: Forest Hill Road Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, January 21, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$36,156.50

Project/Contract Type: Sewer Repair

Funding Source: Fund 173 1% Sales Tax

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD/William "Bill" Miley

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into a contract with Hemphill Construction Company, Inc, for the Forest Hill Road Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE FOREST HILL ROAD EMERGENCY SEWER REPAIR AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 6) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel

1/24/20

DATE

PROPOSAL FORM

SEWER REPAIR EMERGENCY ON FORESTHILL ROAD
CITY OF JACKSON

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1	LS	4000.00	4000.00
2.	Normal Cleaning - 8in Sewer	300	LF	4.00	1200.00
3.	TV Inspection of 8in Sewer	300	LF	4.00	1200.00
4.	Bypass Setup & Remove for each 6" pump	1	EA	1000.00	1000.00
5.	Bypassing for each 6" pump (runtime)	50	RT/HR	40.00	2000.00
6.	6" Bypass Discharge force main piping	100	LF/Day	8.50	850.00
7.	8in Point Repair 0-10' Long, 8'-12' deep	1	EA	14000.00	14000.00
8.	8in Point Repair, Greater than 10', 8'-12' Deep	10	LF	400.00	4000.00
9.	Traffic Control - Flagmen	50	HR	35.00	1750.00
10.	Traffic Control - Signs	2800	SF/Day	1.00	2800.00
11.	Traffic Control - Barrels	100	EA	18.00	1800.00
12.	Traffic Control Setup	1	EA	2000.00	2000.00
13.	Traffic Control Removal	1	EA	1000.00	1000.00
14.	Select Backfill - dirt	30	CY	27.50	825.00
15.	Fertilization, Seeding & Mulching	100	SY	0.50	50.00
16.	Asphalt Base Course - 4" Thick	12	TON	300.00	3600.00
17.	Asphalt Surface Course - 2" Thick	5	TON	350.00	1750.00
18.	Select Backfill - 610 Limestone	40	TON	65.00	2600.00

Total: 46425.00

Submitted by: Delta Constructors Inc.

Date: 1/10/20

Address: P.O. Box 9545 Jackson MS 39286-9545

Signed: 

Name/Title: Joe H. Campbell, President

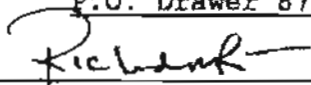
PROPOSAL FORM

SEWER REPAIR EMERGENCY ON FORESTHILL ROAD
CITY OF JACKSON

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1	LS	\$ 10,180.00	\$ 10,180.00
2.	Normal Cleaning - 8in Sewer	300	LF	\$ 3.30	\$ 990.00
3.	TV Inspection of 8in Sewer	300	LF	\$ 3.30	\$ 990.00
4.	Bypass Setup & Remove for each 6" pump	1	EA	\$ 2,800.00	\$ 2,800.00
5.	Bypassing for each 6" pump (runtime)	50	RT/HR	\$ 60.00	\$ 3,000.00
6.	6" Bypass Discharge force main piping	100	LF/Day	\$ 4.00	\$ 400.00
7.	8in Point Repair 0-10' Long, 8'-12' deep	1	EA	\$ 6,390.00	\$ 6,390.00
8.	8in Point Repair, Greater than 10', 8'-12' Deep	10	LF	\$ 200.00	\$ 2,000.00
9.	Traffic Control - Flagmen	50	HR	\$ 23.25	\$ 1,162.50
10.	Traffic Control - Signs	2800	SF/Day	\$ 0.05	\$ 140.00
11.	Traffic Control - Barrals	100	EA	\$ 1.00	\$ 100.00
12.	Traffic Control Setup	1	EA	\$ 1,420.00	\$ 1,420.00
13.	Traffic Control Removal	1	EA	\$ 1,420.00	\$ 1,420.00
14.	Select Backfill - dirt	30	CY	\$ 25.00	\$ 750.00
15.	Fertilization, Seeding & Mulching	100	SY	\$ 0.50	\$ 50.00
16.	Asphalt Base Course - 4" Thick	12	TON	\$ 147.00	\$ 1,764.00
17.	Asphalt Surface Course - 2" Thick	5	TON	\$ 160.00	\$ 800.00
18.	Select Backfill - 610 Limestone	40	TON	\$ 45.00	\$ 1,800.00
				Total	\$ 36,156.50

Submitted by: Hemphill Construction Company, Inc. Date: January 10, 2020

Address: P.O. Drawer 879, Florence, MS 39073

Signed: 

Name/Title: Richard A. Rula, President

PROPOSAL FORM

SEWER REPAIR EMERGENCY ON FORESTHILL ROAD
CITY OF JACKSON

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2.	Normal Cleaning - 8in Sewer	300	LF	\$ 10.00	\$ 3,000.00
3.	TV Inspection of 8in Sewer	300	LF	\$ 10.00	\$ 3,000.00
4.	Bypass Setup & Remove for each 6" pump	1	EA	\$ 4,000.00	\$ 4,000.00
5.	Bypassing for each 6" pump (runtime)	50	RT/HR	\$ 30.00	\$ 1,500.00
6.	6" Bypass Discharge force main piping	100	LF/Day	\$ 5.00	\$ 500.00
7.	8in Point Repair 0-10' Long, 8'-12' deep	1	EA	\$10,000.00	\$10,000.00
8.	8in Point Repair, Greater than 10', 8'-12' Deep	10	LF	\$ 1,000.00	\$10,000.00
9.	Traffic Control - Flagmen	50	HR	\$ 45.00	\$ 2,250.00
10.	Traffic Control - Signs	2800	SF/Day	\$ 1.00	\$ 2,800.00
11.	Traffic Control - Barrels	100	EA	\$ 10.00	\$ 1,000.00
12.	Traffic Control Setup	1	EA	\$ 1,500.00	\$ 1,500.00
13.	Traffic Control Removal	1	EA	\$ 1,000.00	\$ 1,000.00
14.	Select Backfill - dirt	30	CY	\$ 50.00	\$ 1,500.00
15.	Fertilization, Seeding & Mulching	100	SY	\$ 5.00	\$ 500.00
16.	Asphalt Base Course - 4" Thick	12	TON	\$ 200.00	\$ 2,400.00
17.	Asphalt Surface Course - 2" Thick	5	TON	\$ 300.00	\$ 1,500.00
18.	Select Backfill - 610 Limestone	40	TON	\$ 100.00	\$ 4,000.00
				TOTAL	\$55,450.00

Submitted by: Utility Constructors, Inc. Date: 1-10-2020

Address: P.O. Box 13627/Jackson, MS

Signed: 

Name/Title: Mike Loftin, Vice President

ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH APAC MISSISSIPPI, INC., FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929-00(008)LPA/107547, CITY PROJECT NUMBER 17B4002, (WARDS 1&3)

OFFICE OF THE CITY ATTORNEY
768
8/19/20
8/19/20

WHEREAS, on May 14, 2019 the City of Jackson accepted APAC Mississippi, Inc.'s bid of \$2,394,192.00 for the Northside Drive Resurfacing Project, Federal Aid Project No. STP-6929-00(008)(LPA/107547, City Project Number 17B4002; and

WHEREAS, the contract work involved resurfacing and sidewalk improvements on a section of Northside Drive from State Street to I-55 Frontage within the City of Jackson corporate limits; and

WHEREAS, due to an increase in line items the contract amount was increased from \$2,394,192.70 to \$2,430,114.14; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the Department of Public Works recommends approval of Change Order No. 1 and final payment in the amount of \$78,745.48 to APAC Mississippi, Inc.; and


WHEREAS, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

IT IS, THEREFORE ORDERED that the City make final payment in the amount of \$78,745.48.00 and release all securities held to APAC Mississippi, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Northside Drive Resurfacing Project, Federal Aid Project No. STP-6929-00(008)(LPA/107547, City Project Number 17B4002.

Agenda Item #55
August 18, 2020


BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 24, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH APAC MISSISSIPPI, INC., FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929-00(008)LPA/107547, CITY PROJECT NUMBER 17B4002, (WARDS 1&3)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7																																													
3.	Who will be affected	Residents in Wards 1&3																																													
4.	Benefits	Road Infrastructure																																													
5.	Schedule (beginning date)	Project Complete																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Northside Drive from State Street to I-55 Frontage																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Final Contract Cost: \$2,430,114.14 Final Payment Amount: \$78,745.48																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer 

Date: July 24, 2020

Agenda Item: Northside Drive Resurfacing Project
Council Meeting: Regular Council Meeting, August 4, 2020

Background:

Attached, you will find an agenda item requesting approval of Change Order No. 1/final payment to APAC Mississippi, Inc, for the Northside Drive Resurfacing Project. The road project resurfaced a section of Northside Drive from State Street to I-55 and replaced sidewalks to comply with ADA. APAC Mississippi, Inc, has completed the construction and is requesting final payment in the amount of \$78,745.48.

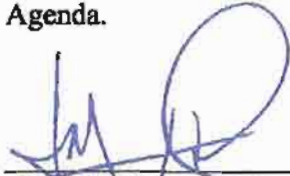
It is the recommendation of this office that APAC Mississippi, Inc, is paid final payment in the amount of \$78,745.48. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1299
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING CHANGE ORDER NO. 1/FINAL TO THE CONTRACT WITH APAC MISSISSIPPI, INC. FOR THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929-00(008)LPA/107547, CITY PROJECT NUMBER 17B4002 (WARDS 1 & 3) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

8/5/20
DATE

thence run North 89 degrees 52 minutes 58 seconds East for a distance of 12.21 feet back to the Point of Beginning.

Council Member Banks moved adoption; President Priester seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING THE BID OF APAC MISSISSIPPI, INC. FOR CONSTRUCTION OF THE NORTHSIDE DRIVE RESURFACING PROJECT, FEDERAL AID PROJECT NUMBER STP-6929-00(008) LPA/107547, CITY PROJECT NUMBER 17B4002, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY SUBJECT TO THE CONCURRENCE OF THE MISSISSIPPI TRANSPORTATION COMMISSION.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Northside Drive Resurfacing Project; and

WHEREAS, two bids were submitted to the City Clerk on April 30, 2019; and

WHEREAS, the bid of APAC Mississippi, Inc., in the amount of \$2,394,192.70 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC Mississippi, Inc. in the amount of \$2,394,192.70, for the Northside Drive Resurfacing Project to be the lowest and best bid; and

WHEREAS, the awarding of the bid shall be subject to the concurrence of the Mississippi Transportation Commission; and

WHEREAS, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

IT IS, THEREFORE, ORDERED that the bid of APAC Mississippi, Inc., for the construction of the Northside Drive Resurfacing Project, Federal Aid Project Number STP-6929-00(008) LPA/107547, City Project Number 17B4002 in the amount of \$2,394,192.70, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the City Clerk is authorized to attest a contract with APAC Mississippi, Inc. for the construction of the Mill Street Improvement Project.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all no-cost item documents necessary for the administration and construction of the Northside Drive Resurfacing Project and to submit the same to MDOT as needed.

Council Member Tillman moved adoption; President Priester seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR DIGITAL IMAGING SYSTEMS WITH MAINTENANCE, TO BE USED BY THE WATER/SEWER BUSINESS ADMINISTRATION OFFICES, A DIVISION OF PUBLIC WORKS.

WHEREAS, the Department of Public Works, Water/Sewer Business Administration desires to enter into a 48- month rental agreement for copier machines; and

CHANGE ORDER NUMBER ONE (1) and FINAL

**NORTHSIDE DRIVE PAVEMENT AND
SIDEWALK IMPROVMENTS**

City Project No. 17B4002-901
Federal-Aid Project Number STP-8928-00(008) LPA/107547-701000

DATE July 15, 2020

TITLE Northside Drive Pavement and
Sidewalk Improvements
City Project No. 174B4002-901

OWNER City of Jackson

CONTRACTOR APAC-MISSISSIPPI, INC.
P. O. Box 24508
Jackson, MS 39225-4508

ENGINEER Southern Consultants, Inc.
5740 County Cork Road
Jackson, Mississippi 39206

ORIGINAL CONTRACT PRICE \$ 2,394,192.70

TOTAL ADD CHANGE ORDER NO. 1 \$ 35,921.44

**FINAL CONTRACT PRICE INCLUDING
CHANGE ORDER NUMBER 1** \$ 2,430,114.14

CONTRACT TIME No Change

DESCRIPTION OF CHANGES See Page 2

JUSTIFICATION See Page 3

APPROVALS

Accepted By
APAC-Mississippi, INC.

Matthew E. Smith

Matthew E. Smith, Project Manager

Recommended By
SOUTHERN CONSULTANTS, INC.

James S. Stewart 7/22/2020
James S. Stewart, P.E., Vice President

Recommended for Approval
CITY OF JACKSON

Dr. Charles Williams, Jr., PhD, P.E., City Engineer

Approved
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

CHANGE ORDER NO. ONE (1) and FINAL

July 15, 2020

Northside Drive Pavement and Sidewalk Improvements

City Project No. 17B4002-901

DESCRIPTION OF CHANGES

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM TOTAL	
202-8004	REMOVAL OF ASPHALT DRIVEWAYS, All Depths	12.046	SY	60.18	(804.23)	DEDUCT
202-8007	REMOVAL OF ASPHALT PAVEMENT, All Depths	208.367	SY	60.18	(10,301.21)	DEDUCT
202-8009	REMOVAL OF ASPHALT PAVEMENT, Failed Areas	400.338	SY	60.18	20,080.96	ADD
202-8050	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	1010.818	LF	15.45	15,614.06	ADD
202-8052	REMOVAL OF CONCRETE DRIVEWAYS, All Depths	108.708	SY	16.46	(1,848.69)	DEDUCT
202-8080	REMOVAL OF CONCRETE SIDEWALK	445.807	SY	16.46	8,904.71	ADD
283-EX008	BORROW EXCAVATION, AH, FME, 815	500.000	CY	40.00	(20,000.00)	DEDUCT
283-G001	EXCESS EXCAVATION, FM, AH	1072.163	CY	10.45	(11,204.10)	DEDUCT
211-8001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	150.000	CY	30.00	(4,500.00)	DEDUCT
216-8001	SOILD SOODING, BERAMUDA	84.082	SY	10.45	(889.78)	DEDUCT
213-A001	WATERING	1.376	Kgal	20.00	27.50	ADD
907-280-PP001	UTILITY WORK - SEWER, MANHOLE RISER RING	17.000	EA	1,046.00	17,786.00	ADD
907-262-A005	UTILITY WORK - WATER, DUCTILE IRON FITTINGS, ALL SIZES AND TYPES	4.000	EA	397.10	1,588.40	ADD
907-262-A005	UTILITY WORK - WATER, 6" RESTRAINT DEVICES	8.000	EA	104.50	827.00	ADD
907-262-A005	UTILITY WORK - WATER, 6" HOT TAP w/6" GATE VALVE	1.000	EA	4,702.60	(4,702.60)	DEDUCT
907-262-A005	UTILITY WORK - WATER, WATER METER BOX	2.000	EA	209.00	(418.00)	DEDUCT
907-262-A006	UTILITY WORK - WATER, 6" DUCTILE IRON PIPE, CLASS 350 w/POLYWRAP	40.000	LF	62.70	2,508.00	ADD
907-262-PP004	UTILITY WORK - WATER, WATER VALVE RISER RING	11.000	EA	522.80	5,747.60	ADD
304-F002	SIZE 610 CRUSHED STONE BASE	560.189	TON	68.00	38,073.13	ADD
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	363.825	TON	100.00	(35,382.60)	DEDUCT
403-B002	12.5-MM, MT, ASPHALT PAVEMENT, LEVELING	2378.840	TON	92.00	(218,850.88)	DEDUCT
403-B005	18-MM, MT, ASPHALT PAVEMENT, LEVELING	822.715	TON	100.00	82,271.50	ADD
403-B011	9.5-MM, MT, ASPHALT PAVEMENT, LEVELING	838.810	TON	105.00	88,064.05	ADD
406-C003	FINI MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	708.390	TON	21.75	(15,429.23)	DEDUCT
407-A001	ASPHALT FOR TACK COAT	542.485	GAL	3.25	1,763.02	ADD
604-A001	CASTINGS	688.200	LB	3.14	(1,787.29)	DEDUCT
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	348.876	SY	69.50	24,323.27	ADD
608-C001	DETECTABLE WARNING PANELS	47.000	SF	47.00	2,210.41	ADD
609-B009	CONCRETE CURB, TYPE SPECIAL DESIGN DOWELED, 6" & VARIABLE	117.188	LF	49.28	5,773.94	ADD
609-D002	COMBINATION CONCRETE CURB AND GUTTER TYPE 1, MODIFIED	967.071	LF	49.28	48,842.86	ADD
613-B001	ADJUSTMENT OF CASTING	2.000	EA	622.50	(1,045.00)	DEDUCT
613-D005	ADJUSTMENT OF MANHOLE	1.000	EA	850.00	850.00	ADD
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	82.705	SY	100.10	(8,278.77)	DEDUCT
618-B001	ADDITIONAL CONSTRUCTION SIGNS	1.000	SF	10.00	(10.00)	DEDUCT
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	8893.000	LF	0.50	(4,446.50)	DEDUCT
619-A3004	TEMPORARY TRAFFIC STRIPE, SKIP WHITE, PAINT	4127.000	LF	0.50	(2,063.50)	DEDUCT
619-A5001	TEMPORARY TRAFFIC STRIPE, DETAIL, PAINT	414.000	LF	0.66	289.10	ADD
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	118.000	SF	1.00	(118.00)	DEDUCT
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	389.000	LF	0.75	(276.75)	DEDUCT
626-A003	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE	2038.000	LF	1.00	(2,038.00)	DEDUCT
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	883.000	LF	0.55	(481.15)	DEDUCT
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	134.000	LF	1.00	(134.00)	DEDUCT
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	428.000	LF	1.00	428.00	ADD
626-H004	THERMOPLASTIC LEGEND, WHITE	308.900	SF	4.50	(1,381.05)	DEDUCT
626-H005	THERMOPLASTIC LEGEND, WHITE	345.000	LF	2.00	(690.00)	DEDUCT
627-C001	RED-CLEAR REFLECTIVE RAISED MARKERS	13.000	EA	6.00	86.00	ADD
627-D001	TWO-WAY YELLOW REFLECTIVE RAISED MARKERS	208.000	EA	5.00	1,040.00	ADD

627-P001	TWO-WAY BLUE REFLECTIVE RAISED MARKERS	8.000	EA	18.00	(75.00)	DEDUCT
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	39.000	SF	7.50	292.40	ADD
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	3.000	SF	15.20	(45.60)	DEDUCT
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	150.000	LF	3.75	(562.50)	DEDUCT
907-630-0004	REMOVE AND RESET SIGNS, ALL SIZES	3.000	EA	98.00	294.00	ADD
907-634-A548	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VII, 5-6" SHAFT	1.000	EA	1,876.00	1,876.00	ADD
907-634-C001	POLE FOUNDATIONS, CLASS "B" CONCRETE	0.750	CY	1,497.00	(1,122.75)	DEDUCT
907-637-A001	PULLBOXES, TYPE 1	3.000	EA	630.00	(1,890.00)	DEDUCT
907-637-A002	PULLBOXES, TYPE 2	1.000	EA	840.00	(840.00)	DEDUCT
907-637-C028	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	3.000	LF	10.50	(31.50)	DEDUCT
907-641-0001	RADAR VEHICLE DETECTION CABLE	60.000	LF	4.20	252.00	ADD
NEW ITEMS						
1	TREE REMOVAL INCLUDING MAINTENANCE OF TRAFFIC	1.000	LS	4,800.00	4,800.00	ADD
2	RAISE MANHOLE IN NORTHSIDE - WEST OF CEDARHURST	1.000	LS	4,668.32	4,668.32	ADD
3	RE-BUILD INLET AT STA 62+02 - WEST OF MCWILLIE	1.000	LS	5,832.86	5,832.86	ADD
4	SIZE 57 WASHED STONE	51.890	TON	51.00	2,650.36	ADD
5	Locate/Excavate at Fire Hydrant - Labor/Equipment	1.000	LS	2,514.81	2,514.81	ADD
6	Locate/Excavate for Water Leak Repair - Labor/Equipment	1.000	LS	258.25	258.25	ADD
TOTAL ADD:					\$35,921.44	ADD

JUSTIFICATION

- This change order rectifies final "as-built" quantities for the project. Generally the increases in contract pay items were due to additional pavement failed areas that were discovered after the initial milling operation. Overall, final asphalt and milling costs were less than the original contract costs.
- New item 1 was added to remove a tree at Sta. 23+85± Rt. to allow the new sidewalk to be ADA compliant.
- New Item 2 was added to raise an existing manhole that was exposed during the milling operation. This manhole did not have an appropriate top and casting and was raised to the proper elevation complete with a new concrete flat top slab and new casting/cover..
- New Item 3 was added to repair/rebuild an existing inlet adjacent to the sidewalk west of Cedarhurst. The existing sidewalk and curb top were originally done in a single concrete pour and the inlet was damaged during the sidewalk removal process. This was not the contractor's fault.
- New Item 4 was added to compensate the contractor for additional work required to replace the existing fire hydrant at Broadmeadow Street. This work included contract pay item work for additional water pipe, fittings, crushed stone, gravel (Item 4), etc and also labor and equipment (Item 5) to replace the leaking water line and extend the water line to the new fire hydrant location. This additional work was also required due to the existing water line not being as shown on "as-built" drawings. The additional cost for the work including contract pay items plus items 4 and 5 totaled \$8,442.36.
- New Item 5 was added to compensate the contractor for repairing a water leak at Normandy Drive. Bill Miley with the City of Jackson authorized the repair of the water leak. This water repair included additional contract pay item work for pipe, fittings; etc and also additional labor and equipment (Item 6) to repair the leaking water line. The additional cost for the water line repair including contract pay items plus item 6 totaled \$2,153.55.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

Bond No.

8252-87-82

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)

City of Jackson
219 South President Street
Jackson, MS 39205

ARCHITECT'S PROJECT NO: _____

CONTRACT FOR:

PROJECT:
(Name and address)

Northside Drive Resurfacing and Sidewalk Improvements, City Project No. 17B4002-801, Federal Aid Project No. STP-6928-00(008)LPA / 107647-701000

CONTRACT DATED: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Federal Insurance Company

2028 Halls Mill Road Whitehouse Station, NJ 08889-3454

on bond of
(Insert name and address of Contractor)

_____, SURETY,

APAC - Mississippi, Inc.

P. O. Box 24508 Jackson, MS 39225

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

_____, CONTRACTOR,

City of Jackson

219 South President Street Jackson, MS 39205

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 17, 2020
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company

(Surety)

(Signature of authorized representative)

Attest/Witness:
(Seal):


Lisa Hall

Tina Davis, Attorney in Fact

(Printed name and title)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Tina Davis, Lisa Hall and Linda Lee Nipper of Salt Lake City, Utah _____

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of April, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS

On this 21st day of April, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for himself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 83 10858
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2015; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2008:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this July 17, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone: (908) 900-3493 Fax: (908) 900-2556 e-mail: smesty@chubb.com

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		Purchase Order No.
Name of Project Pavement Rehabilitation and Sidewalk Improvements from North State Street to Interstate 55 Frontage Road City of Jackson Contract # 17B4002-001 FAP Project # SIP-6929-00(008)LPA / 107547-701000		Periodic Estimate Number: 7/ FINAL
Location of Project: Jackson, MS	Estimate Period From: 4/1/2020 To: 7/15/2020	
Name and Address of Owner City of Jackson P.O. Box 17 Jackson, MS 39205 Attention: Michael A. Brownlee, P.E., P.S. Project Engineer	Name and Address of Contractor APAC-Mississippi, Inc. 101 Riverview Drive Richtland, MS 39218	

SCHEDULE OF CONTRACT CHANGE ORDERS (List every change order issued to date of this request even if no work has been done under one or more such orders)				
Contract Change Order		Description	Additions To Contract Prices As Shown on Change Order	Deductions From Contract Prices As Shown on Change Order
No. (1)	Date (2)			
		Totals		

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE	
(a) ORIGINAL CONTRACT AMOUNT.....	\$2,394,192.70
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN (4) ABOVE.....	\$35,921.44
(c) LESS: ADDITIONS SCHEDULED IN COLUMN (5) ABOVE.....	\$0.00
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....	\$2,430,114.14
ANALYSIS OF WORK PERFORMED TO DATE	
(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$2,430,114.14
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$0.00
(c) TOTAL COST OF WORK PERFORMED TO DATE.....	\$2,430,114.14
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$0.00
(e) SUBTOTAL OF (c) and (d).....	\$2,430,114.14
(f) LESS: RETAINAGE (8%).....	\$0.00
(g) SUBTOTAL OF (e) and (f).....	\$2,430,114.14
(h) LESS: AMOUNT OF PREVIOUS ESTIMATES.....	\$2,351,368.66
(i) AMOUNT DUE THIS ESTIMATE.....	\$78,745.48

<p align="center">CERTIFICATE OF CONTRACTOR</p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed in accordance with the Contract and duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.</p> <p>CONTRACTOR: APAC-Mississippi, Inc.</p> <p>By: <u>Matt Smith</u> Title: Project Manager Date: 4/3/2020</p>	<p align="center">RECOMMENDATION OF ENGINEER / OWNER</p> <p>This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated herein. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general warranty period.</p> <p>ENGINEER: Southern Consultants, Inc.</p> <p>By: <u>[Signature]</u> Recommended Amount: <u>\$ 78,745.48</u></p> <p>Date: <u>7/23/2020</u></p> <p>OWNER: City of Jackson</p> <p>By: _____ Recommended Amount: _____ Date: _____</p>
--	--

APAC - MISSISSIPPI, INC.

P. O. BOX 24508
 JACKSON, MS 39225-4508
 (601) 376-4000

WORK PERFORMED BY APAC, MS INC.

COLUMBUS, MS JACKSON, MS
 MERIDIAN, MS VICKSBURG, MS
 CORINTH, MS GREENVILLE, MS
 TUPELO, MS COLUMBIA, MS

City of Jackson, MS
 STP-6929-00(008) LPA/
 107547-701000

REMIT: P.O. Box 24508, Jackson, MS 39225

INTEREST AT THE HIGHEST LEGAL RATE ALLOWABLE OR 1.5% PER MONTH, WHICHEVER IS LESS SHALL BE CHARGED AFTER DUE DATE.

THE GOODS AND SERVICES COVERED BY THE INVOICE WERE PRODUCED AND RENDERED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

DATE	BRANCH	CUSTOMER	JOB	TERMS	INVOICE NO.																																										
7/21/2020	Jackson	210818	713599	NET	713599-07																																										
<p>Northside Dr. Pavement & Sidewalk improvements (from N. State St. to I-55 Frontage Rd.) City of Jackson, MS STP-6929-00(008) LPA/ 107547-701000 City Project No. 17B4002-901 Estimate 7 Period: 4/1/2020 - 7/15/2020</p> <table border="0"> <thead> <tr> <th></th> <th>WORK PERFORMED</th> <th>Asphalt Deduction</th> <th>Liquidated Damages</th> <th></th> <th>NET</th> </tr> </thead> <tbody> <tr> <td>JTD</td> <td>\$ 2,430,114.14</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 2,430,114.14</td> </tr> <tr> <td>PREV</td> <td>\$ 2,351,368.66</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 2,351,368.66</td> </tr> <tr> <td>CURRENT</td> <td>\$ 78,745.48</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ 78,745.48</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total work</td> <td>\$ 2,430,114.14</td> </tr> <tr> <td colspan="5" style="text-align: right;">Less previous est.</td> <td>\$ 2,351,368.66</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total due this est.</td> <td>\$ 78,745.48</td> </tr> </tbody> </table>							WORK PERFORMED	Asphalt Deduction	Liquidated Damages		NET	JTD	\$ 2,430,114.14	\$ -	\$ -	\$ -	\$ 2,430,114.14	PREV	\$ 2,351,368.66	\$ -	\$ -	\$ -	\$ 2,351,368.66	CURRENT	\$ 78,745.48	\$ -	\$ -	\$ -	\$ 78,745.48	Total work					\$ 2,430,114.14	Less previous est.					\$ 2,351,368.66	Total due this est.					\$ 78,745.48
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<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APAC MPC# MP-31075295 </div>																																															
<p>ANY COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDED BUT NOT LIMITED TO, AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT TO THE FOLLOWING ADDRESS:</p> <p style="text-align: right;">APAC-Mississippi, Inc. P.O. Box 24508 Jackson, MS 39225</p>																																															

TOTAL INVOICE— \$ 78,745.48

APAC Item	713599	STP#8929-00(008) LPA/ 107547-701000 City of Jackson - Northside Dr.	Estimate	7 & FINAL	Period:	4/1/2020 - 7/15/2020		
MDOT Pay Item #	Description	Curr \$\$\$	UOM	Curr Units	Unit Price	JTD Units	JTD \$\$\$	
10	202-B004 Removal of Asphalt driveways, all	\$ 0.35	SY	0.007	\$ 50.16	87.954	\$ 4,411.77	
20	202-B007 Removal of Asphalt Pvmnt, all (other)	\$ -	SY	-	\$ 50.16	194.633	\$ 9,762.79	
30	202-B009 Removal of Asphalt Pvmnt, FAILED AREAS	\$ 751.00	SY	14.972	\$ 50.16	3,100.338	\$ 155,512.95	
40	202-B050 Removal of Concrete Comb. Curb/Gutter	\$ 185.65	LF	12.016	\$ 15.45	2,710.618	\$ 41,879.05	
50	202-B052 Removal of Concrete driveways, all	\$ (0.09)	SY	(0.006)	\$ 15.45	443.295	\$ 6,848.91	
60	202-B080 Removal of Concrete Sidewalk	\$ (66.88)	SY	(3.682)	\$ 15.45	1,496.907	\$ 23,127.21	
70	202-B127 Removal of Fire Hydrant	\$ -	EA	-	\$ 1,672.00	1.000	\$ 1,672.00	
80	202-B163 Removal of Inlet Tops	\$ -	EA	-	\$ 731.50	2.000	\$ 1,463.00	
90	203-EX008 Borrow Excavation, AH, FME, B15	\$ -	CY	-	\$ 40.00	-	\$ -	
100	203-G001 Excess Excavation, FM, AH	\$ 0.01	CY	0.001	\$ 10.45	452.837	\$ 4,732.15	
110	211-B001 Topsoil for Slope Treatment, Contractor Furn.	\$ -	CY	-	\$ 30.00	-	\$ -	
120	216-B001 Solid Sodding, Bermuda	\$ -	SY	-	\$ 10.45	1,335.908	\$ 13,950.24	
130	219-A001 Watering	\$ 90.50	KGAL	4.5250	\$ 20.00	15.3750	\$ 307.50	
140	907-260-PP001 Utility work - Sewer, Manhole Riser Ring	\$ 2,080.00	EA	2.00	\$ 1,045.00	24.000	\$ 25,080.00	
150	907-262-A005 Utility work - Water/Ductile Iron Fittings	\$ -	EA	-	\$ 397.10	5.000	\$ 1,985.50	
160	907-262-A005 Utility work - Water 6" Restraint Devices	\$ -	EA	-	\$ 104.50	10.000	\$ 1,045.00	
170	907-262-A005 Utility work - Water, Fire Hydrant & Bury	\$ -	EA	-	\$ 6,792.50	1.000	\$ 6,792.50	
180	907-262-A005 Utility work - Water 6" Hot Tap w/6" gate valve	\$ -	EA	-	\$ 4,702.50	-	\$ -	
190	907-262-A005 Utility work - Water 6" insert-a-Valve w/box	\$ -	EA	-	\$ 11,495.00	1.00	\$ 11,495.00	
200	907-262-A005 Utility work - Water, Water Meter box	\$ -	EA	-	\$ 209.00	-	\$ -	
205	907-262-A005 Utility work - Water 6" ductile iron pipe/ polywrap	\$ -	LF	-	\$ 62.70	50.000	\$ 3,135.00	
210	907-262-PP004 Utility work - Water, Water Valve riser ring	\$ -	EA	-	\$ 522.50	13.000	\$ 6,792.50	
220	304-F002 610 Crushed Stone Base	\$ 5,733.16	TON	86.866	\$ 66.00	2,285.199	\$ 150,823.13	
230	403-A002 12.5-mm MT	\$ (5.00)	TON	(0.050)	\$ 100.00	3,146.175	\$ 314,617.50	
240	403-B002 12.5-mm MT, Leveling	\$ -	TON	-	\$ 92.00	123.360	\$ 11,349.12	
250	403-B005 19-mm MT, Leveling	\$ -	TON	-	\$ 100.00	1,322.715	\$ 132,271.50	
261	403-B011 9.5-mm, Leveling	\$ 137.55	TON	1.31	\$ 105.00	3,236.61	\$ 340,054.05	
260	406-D003 Fine Milling of Bitum. Pvmnt	\$ 1,151.88	TON	52.96	\$ 21.75	5,190.61	\$ 112,895.77	
270	407-A001 ASPHALT FOR TACK COAT	\$ 0.02	GAL	0.007	\$ 3.25	7,742.465	\$ 25,163.02	
280	604-A001 Castings	\$ -	LB	-	\$ 3.14	930.80	\$ 2,922.71	
290	608-B001 Concrete Sidewalk w/Reinforcement	\$ (0.14)	SY	(0.002)	\$ 69.60	1,689.975	\$ 118,148.26	
300	608-C001 Detectable Warning Panels	\$ 376.24	SF	8.000	\$ 47.03	272.000	\$ 12,792.16	

APAC Item	MDOT Pay Item #	Description	Curr \$\$\$	UOM	Curr Units	Unit Price	JTD Units	JTD \$\$\$\$
310	609-B009	Concrete Curb, Special Design Doweled 6"/var.	\$ -	LF	-	\$ 49.28	467.166	\$ 23,021.94
320	509-D002	Comb. Concrete Curb & Gutter, Ty 1 mod	\$ (135.22)	LF	(2.744)	\$ 49.28	2,737.071	\$ 134,882.86
330	613-B001	Adjustment of Casting	\$ -	EA	-	\$ 522.50	3.000	\$ 1,567.50
340	613-D005	Adjustment of Manhole	\$ -	EA	-	\$ 850.00	8.000	\$ 6,800.00
350	613-D010	Adjustment of Water Meter	\$ -	EA	-	\$ 850.00	2.000	\$ 1,700.00
360	613-D011	Adjustment of Water Valve	\$ -	EA	-	\$ 850.00	2.000	\$ 1,700.00
370	614-B001	Concrete driveway wire/reinforcement	\$ (0.60)	SY	(0.006)	\$ 100.10	417.295	\$ 41,771.23
380	618-A001	MAINTENANCE OF TRAFFIC	\$ 3,667.00	LS	0.0193	\$ 190,000.00	1.0000	\$ 190,000.00
390	618-B001	Add'l Constr. Signs	\$ -	SF	-	\$ 10.00	-	\$ -
400	619-A2003	Temp strp, cont y/w	\$ -	LF	-	\$ 0.50	18,107.00	\$ 9,053.50
410	619-A3004	Temp strp, skip wht	\$ -	LF	-	\$ 0.50	22,673.000	\$ 11,436.50
420	619-A5002	Temp strp, Detail	\$ -	LF	-	\$ 0.65	3,539.000	\$ 2,300.35
430	619-A6003	Temp strp, Legend (SF)	\$ -	SF	-	\$ 1.00	82.000	\$ 82.00
440	619-A6004	Temp strp, Legend (LF)	\$ (45.00)	LF	(60.000)	\$ 0.75	2,781.000	\$ 2,085.75
450	620-A001	MOBILIZATION	\$ -	LS	-	\$ 175,000.00	1.000	\$ 175,000.00
460	626-A003	6" Thermo strp, skip wht	\$ 11,462.00	LF	11,462.000	\$ 1.00	11,462.000	\$ 11,462.00
470	626-E003	6" Thermo strp, cont y/w	\$ 6,920.10	LF	12,582.000	\$ 0.55	12,582.000	\$ 6,920.10
480	626-G002	Thermo. Detail strp. wht	\$ 1,066.00	LF	1,066.000	\$ 1.00	1,066.000	\$ 1,066.00
490	626-G003	Thermo. Detail strp. y/w	\$ 803.00	LF	803.000	\$ 1.00	803.000	\$ 803.00
500	626-H004	Thermo. Legend, wht (SF)	\$ 4,018.95	SF	893.100	\$ 4.50	893.100	\$ 4,018.95
510	626-H005	Thermo. Leged, wht (LF)	\$ 12,210.00	LF	6,105.000	\$ 2.00	6,105.000	\$ 12,210.00
520	627-C001	Red-Clear Refl. Raised Markers	\$ 1,740.00	EA	348.000	\$ 5.00	348.000	\$ 1,740.00
530	627-D001	Two-way YLW Refl. Raised Markers	\$ 3,790.00	EA	758.000	\$ 5.00	758.000	\$ 3,790.00
540	627-P001	Two-way BLUE Refl. HiPerfs Raised	\$ 150.00	EA	10.000	\$ 15.00	10.000	\$ 150.00
550	630-A001	SRCS, sheet alum. - .080" thickness	\$ -	SF	-	\$ 7.60	44.000	\$ 334.40
560	630-A003	SRCS, sheet alum. - .125" thickness	\$ -	SF	-	\$ 15.20	-	\$ -
570	630-C003	Steel U-Section posts, 3.0 LB/FT	\$ -	LF	-	\$ 3.75	50.000	\$ 187.50
580	907-630-C004	Remove & Reset Signs, all sizes	\$ -	EA	-	\$ 98.00	16.000	\$ 1,568.00
590	907-634-A548	Traffic Signal Eq. Pole, VI, 5-6" shaft	\$ -	EA	-	\$ 1,675.00	2.000	\$ 3,350.00
600	907-634-C001	Pole Foundations, "B" Concrete	\$ -	CY	-	\$ 1,497.00	0.250	\$ 374.25
610	907-637-A001	Pullbox Enclosure, Type 1	\$ -	EA	-	\$ 630.00	-	\$ -
620	907-637-A002	Pullbox Enclosure, Type 2	\$ -	EA	-	\$ 840.00	1.000	\$ 840.00
640	907-637-C028	Traffic Signal Conduit, U/ground, Ty 4, 2"	\$ -	LF	-	\$ 10.50	17.000	\$ 178.50
660	907-646-B001	Accessible Pedestrian Detection Assly	\$ -	EA	-	\$ 2,500.00	16.000	\$ 40,000.00

APAC Item	MDOT Pay Item #	Description	Curr \$\$\$	UOM	Curr Units	Unit Price	JTD Units	JTD \$\$\$\$
670	688-A001	ROADWAY CONSTRUCTION STAKES	\$ 1,930.00	LS	0.0193	\$ 100,000.00	1.0000	\$ 100,000.00
680	907-632-C001	Modify Existing Traffic Sign. Cabinet Assly	\$ -	EA	-	\$ 4,600.00	2.000	\$ 9,200.00
690	907-632-D001	Solid State Traffic Actuated Controller, Ty. 1	\$ -	EA	-	\$ 4,016.25	2.000	\$ 8,032.50
700	907-641-A002	Signal Stop Bar Radar Veh. Det. Sensor, Ty.2	\$ -	EA	-	\$ 7,297.50	8.000	\$ 58,380.00
710	907-641-D001	Radar Vehicle Detection Cable	\$ -	LF	-	\$ 4.20	560.000	\$ 2,352.00
0			\$ -	0	-			\$ -
0		C/O #1 New Items	\$ -	0	-			\$ -
0	1	Tree removal incl. Maintenance of Traffic	\$ 4,600.00	LS	1.000		1.000	\$ 4,600.00
0	2	Raise Manhole in Northdale-W. of Cedarhurst	\$ 4,658.32	LS	1.000		1.000	\$ 4,658.32
0	3	Re-Build Inlet at Sta 62+02-W. of McWille	\$ 5,832.65	LS	1.000		1.000	\$ 5,832.65
0	4	Size 57 Washed Stone	\$ 2,650.98	TON	51.980		51.980	\$ 2,650.98
0	5	Locate/Excavate at Fire Hydrant-Labor/Equip	\$ 2,514.81	LS	1.000		1.000	\$ 2,514.81
0	6	Locate/Excavate for Water Leak Repair-Lab/Eq	\$ 258.25	LS	1.000		1.000	\$ 258.25
0	0		\$ 0	0	-			\$ -
0	0		\$ 0	0	-			\$ -
0	0		\$ 0	0	-			\$ -
0	0		\$ 0	0	-			\$ -
0	0		\$ 0	0	-			\$ -
		Current Due	\$ 78,745.48				JTD Due \$ 2,430,114.14	

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE
NRCS EWP SELECT SPECIALTY HOSPITAL
STABILIZATION PROJECT, CITY PROJECT NUMBER
19B5000.901. (WARD 1)**

8/17/20
154
OFFICE OF THE CITY ATTORNEY
2020

WHEREAS, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5000.901; and

WHEREAS, the bid received from Wilco, Inc. in the amount of \$178,587.50, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Wilco, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Wilco, Inc., in the amount of \$178,587.50 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #56
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 18, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901. (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Select Specialty Hospital																																													
4.	Benefits	Drainage Improvements																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$178,587.50																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 214/168																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>12.66 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>FBE</td> <td>4.93 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>0.38 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	12.66 %	WAIVER	yes	_____	no	_____	N/A	_____	FBE	4.93 %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	0.38 %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	12.66 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
FBE	4.93 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	0.38 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Dr. Charles Williams, Interim Director
Date: August 3, 2020



Background:

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Wilco, Inc., for the NRCS EWP Select Specialty Hospital Stabilization Project. Wilco, Inc., provided the lowest and best bid in the amount of \$178,587.50.

It is the recommendation of this office that Wilco, Inc., is awarded the project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/19/20

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF WILCO, INC. FOR THE NRCS EWP SELECT SPECIALITY HOSPITAL STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE



Crown Engineering, PLLC
Engineers & Project Managers

P.O. Box 16812
Jackson, MS 39236

Ph: (601) 713-4346
Email: cdean@crowmeng.net

July 27, 2020

Quinn Braboy, P.E., Senior Civil Engineer
Department of Public Works
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205-0017

**RE: NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT
(City Project Number 19B5000.901)**

Dear Ms. Braboy:

Please find attached a copy of the Certified Bid Tabulation for the above referenced project for the bids that were opened at 3:30 pm on Tuesday, July 27, 2020. There were no requests for the withdrawal of any bids.

Six (6) bids were received. The apparent low bidder was Wilco, Inc. of Madison, MS with a bid price of **\$178,587.50**. The next lowest bid was from Hemphill Construction Co., Inc. of Florence, MS with a bid of **\$188,887.50**. All (6) bids were inclusive of either a 5% bid bond or certified check and the acknowledgement of Addendum No. 1.

Pending EBO approval and based on their bid price of **\$178,587.50**, we recommend that Wilco, Inc. be awarded the construction contract for this project. Should you have any questions, please feel free to give me a call.

Yours truly,

Calvin Dean, P.E., CFM, Principal

c: Charles Williams, Jr., P.E., PhD, City Engineer

EBO Determination

Select Specialty Stabilization Project *Bid No. 19B5000.901*

Bidder: [Wilco Inc.](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	4.93 %
AABE	12.66 %
NABE	0.00 %
HBE	0.38 %
ABE	0.00 %

Bidder: [Pavecon](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	4.91 %
AABE	12.42 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [ERS](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	0.00 %
AABE	8.05 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [Fordice Construction](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	4.92 %
AABE	12.45 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [Leflore Construction](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	4.89 %
AABE	0.00 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [Hemphill Construction](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	5.29 %
AABE	12.58 %
NABE	0.00 %
HBE	*0.06 %
ABE	0.00 %

NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT
 (CITY PROJ. NO. 18B5990.961)
 Certified Bkd Tabulation
 Bid Date: 7/21/2020

Item No.	Description	Quantity	Units	Gerglauer's Estimate			Wilson, Inc. Jackson, MS			Hemphill Construction Co., Inc. Fayetteville, MS			Foretics Construction Company Mableton, MS			Pavoon Grand Prairie, TX			ERS, Inc. Jackson, MS			Laffere Construction, LLC Jackson, MS							
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total								
1	Mobilization	1	LB	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00	\$9,500.00	\$9,500.00	\$41,000.78	\$41,000.78	\$13,600.00	\$13,600.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00				
2	Clearing & Grubbing	1	LB	7,500.00	7,500.00	4,300.00	4,300.00	\$9,500.00	\$9,500.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00				
3	Maintenance of Traffic	1	LB	3,600.00	3,600.00	1,200.00	1,200.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00				
4	Unexcavated Excavation (L.V.M.)	700	CY	8.00	5,600.00	14.50	10,150.00	\$11.00	\$7,700.00	\$7.00	\$4,900.00	\$24.98	\$17,486.00	\$15.00	\$10,500.00	\$42.00	\$29,400.00	\$18.00	\$12,600.00	\$46.00	\$32,200.00	\$90.00	\$63,000.00	\$110.00	\$77,000.00	\$110.00	\$77,000.00		
5	Borrow Excavation (L.V.M.)	2,176	CY	16.00	34,816.00	14.80	32,187.20	\$12.50	\$27,197.50	\$20.00	\$43,520.00	\$22.48	\$48,916.75	\$30.00	\$65,280.00	\$45.00	\$98,112.00	\$80.00	\$173,920.00	\$7.00	\$15,232.00	\$110.00	\$239,840.00	\$110.00	\$239,840.00	\$110.00	\$239,840.00		
6	Rock Rip/Rap	1,580	Tons	75.00	118,500.00	82.00	129,560.00	\$82.00	\$129,560.00	\$62.00	\$97,160.00	\$62.00	\$97,160.00	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40	\$74.58	\$116,836.40
7	Concrete Paving	1,790	SY	2.50	4,475.00	2.00	3,580.00	\$2.00	\$3,580.00	\$2.00	\$3,580.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00	\$4.00	\$7,160.00
8	Seedling, Fertilizer, and Mulch	0.25	AC	3,600.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	\$ 875.00	
9	Concrete Grout (for Rip/Rap)	400	SY	55.00	22,000.00	80.00	32,000.00	\$30.00	\$12,000.00	\$30.00	\$12,000.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00	\$44.00	\$17,600.00
10	Audio/Video Tape Survey (Pre & Post)	1	LS	500.00	500.00	1,000.00	1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	
11	Erosion and Sedimentation Control	1	LS	2,000.00	2,000.00	1,000.00	1,000.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	
TOTAL Bkd (Items 1-11)					\$214,250.00		\$178,587.50		\$188,887.50		\$192,708.00		\$274,770.00		\$324,324.00		\$384,875.00		\$384,875.00		\$384,875.00		\$384,875.00		\$384,875.00		\$384,875.00		\$384,875.00

I hereby certify that this is a true and accurate tabulation of bids received at 3:30 p.m. local time, Tuesday, July 21, 2020 in Jackson, Mississippi for the NRCS EWP SELECT SPECIALTY HOSPITAL STABILIZATION PROJECT, City Project No. 18B5990.961.



By: _____ Date: July 21, 2020

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE
NRCS EWP FONTAINE PARK DRIVE STABILIZATION
PROJECT, CITY PROJECT NUMBER 19B5001.902. (WARD 2)**

OFFICE OF THE CITY CLERK
8/19/2020
8:27
2020

WHEREAS, on July 27, 2020, the City of Jackson received six sealed bids for the NRCS EWP Select Specialty Hospital Stabilization Project, City Project No.19B5001.902; and

WHEREAS, the bid received from Wilco, Inc. in the amount of \$111,130.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Wilco, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Wilco, Inc., in the amount of \$111,130.00 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #57
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 18, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5000.901. (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 4, 6, and 7																																													
3.	Who will be affected	Residents on Fontaine Park Drive																																													
4.	Benefits	Drainage Improvements																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 2																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$111,130.00																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 214/168																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>12.47 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>FBE</td> <td>4.91 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>0.41 %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	12.47 %	WAIVER	yes	_____	no	_____	N/A	_____	FBE	4.91 %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	0.41 %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	12.47 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
FBE	4.91 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
HBE	0.41 %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba
From: Dr. Charles Williams, Interim Director
Date: August 3, 2020



Background:

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Wilco, Inc., for the NRCS BWP Fontaine Park Drive Stabilization Project. Wilco, Inc., provided the lowest and best bid in the amount of \$111,130.00.


It is the recommendation of this office that Wilco, Inc., is awarded the project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2279
Jackson, Mississippi 39201-2279
Telephone: (601) 960-1799
Facsimile: (601) 960-1768
8/19/20
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF WILCO, INC. FOR THE NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5001.902 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE



Crown Engineering, PLLC
Engineers & Project Managers

P.O. Box 16812
Jackson, MS 39236

Ph: (601) 713-4346
Email: cdean@crowneing.net

July 27, 2020

Quinn Braboy, P.E., Senior Civil Engineer
Department of Public Works
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205-0017

**RE: NRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT
(City Project Number 19B5001.902)**

Dear Ms. Braboy:

Please find attached a copy of the Certified Bid Tabulation for the above referenced project for the bids that were opened at 3:30 pm on Tuesday, July 27, 2020. There were no requests for the withdrawal of any bids.

Six (6) bids were received. The apparent low bidder was Wilco, Inc. of Madison, MS with a bid price of \$111,130.00. The next lowest bid was from Fordice Construction Company of Vicksburg, MS with a bid of \$115,880.00. All (6) bids were inclusive of either a 5% bid bond or certified check and the acknowledgement of Addendum No. 1. In addition, there were some discrepancies in the total bid amount from (1) of the bidders. This is noted and explained on the Bid Tabulation.

Pending EBO approval and based on their bid price of \$111,130.00, we recommend that Wilco, Inc. be awarded the construction contract for this project. Should you have any questions, please feel free to give me a call.

Yours truly,

Calvin Dean, P.E., CFM, Principal

c: Charles Williams, Jr., P.E., PhD, City Engineer

EBO Determination

Fontaine Park Dr Stabilization Project

Bid No. 19B5001.902

Bidder: [Wilco Inc.](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	4.91 %
AABE	12.47 %
NABE	0.00 %
HBE	0.41 %
ABE	0.00 %

Bidder: [Hemphill Construction](#)
Status: [COMPLIANT](#)

MBE	Total Utilization
FBE	5.18 %
AABE	12.63 %
NABE	0.00 %
HBE	*0.09 %
ABE	0.00 %

Bidder: [Fordice Construction](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	5.00 %
AABE	12.94 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [Pavecon](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	0.00 %
AABE	12.47 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [ERS](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	0.00 %
AABE	2.60 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: [Leflore Construction](#)
Status: [NON-COMPLIANT](#)

MBE	Total Utilization
FBE	4.89 %
AABE	0.00 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

NIRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT
 (CITY PROJ. NO. 1985091.902)
 Certified Bid Tabulation
 Bid Dates: 7/21/2020

Item No.	Description	Quantity	Unit	Engineer's Estimate		Wilcox, Inc. (Jackson, MS)		Fonville Construction Company (Vicksburg, MS)		Hemphill Construction Co., Inc. (Pascagoula, MS)		Pruessman Grand Prairie, TX		Leflore Construction, LLC (Jacksn, MS)		Total
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 43,000.00	\$ 43,000.00	\$ 25,000.00	\$ 25,000.00	\$ 110,000.00
2	Cleaning & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 37,000.00
3	Maintenance of Traffic	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00	\$ 56,000.00
4	Unclassified Excavation (L.V.M.)	700	CY	\$ 16.00	\$ 10,800.00	\$ 17.50	\$ 12,250.00	\$ 9.00	\$ 6,300.00	\$ 11.00	\$ 7,700.00	\$ 28.88	\$ 20,216.00	\$ 42.00	\$ 29,400.00	\$ 86,000.00
6	Borrow Excavation (L.V.M.)	800	CY	\$ 20.00	\$ 16,000.00	\$ 20.00	\$ 16,000.00	\$ 20.00	\$ 16,000.00	\$ 12.50	\$ 10,000.00	\$ 27.90	\$ 22,320.00	\$ 45.00	\$ 36,000.00	\$ 98,000.00
6	Rock Rip-Rap	850	Tons	\$ 75.00	\$ 63,750.00	\$ 85.00	\$ 72,250.00	\$ 70.00	\$ 59,500.00	\$ 68.00	\$ 57,800.00	\$ 78.84	\$ 66,504.00	\$ 85.00	\$ 72,250.00	\$ 208,000.00
7	Geotextile Fabric	900	SY	\$ 2.50	\$ 2,250.00	\$ 2.00	\$ 1,800.00	\$ 4.00	\$ 3,600.00	\$ 2.00	\$ 1,800.00	\$ 2.30	\$ 2,070.00	\$ 10.00	\$ 9,000.00	\$ 4,000.00
8	Seeding, Fertilizer, and Mulch	0.25	AC	\$ 3,000.00	\$ 750.00	\$ 2,000.00	\$ 500.00	\$ 4,000.00	\$ 1,000.00	\$ 1,125.00	\$ 1,125.00	\$ 15,270.00	\$ 3,817.50	\$ 953.25	\$ 237.50	\$ 2,000.00
9	Concrete Grook (for Rip-Rap)	280	BY	\$ 55.00	\$ 15,400.00	\$ 53.00	\$ 14,840.00	\$ 43.00	\$ 12,040.00	\$ 60.00	\$ 16,800.00	\$ 46.05	\$ 12,934.00	\$ 32.00	\$ 9,040.00	\$ 38,000.00
10	Audio-Video Tape Survey (Pre & Post)	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 310.00	\$ 310.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00
11	4" Black Chain Link Fencing (Wing-Corner)	90	LF	\$ 16.00	\$ 1,440.00	\$ 30.00	\$ 2,700.00	\$ 50.00	\$ 4,500.00	\$ 18.00	\$ 1,620.00	\$ 19.85	\$ 1,786.50	\$ 30.00	\$ 2,700.00	\$ 1,000.00
12	Erosion and Sedimentation Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 5,500.00	\$ 5,500.00	\$ 1,725.00	\$ 1,725.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00
TOTAL Bid (Items 1-12)					\$128,625.00		\$111,130.00		\$119,840.00		\$129,065.00		\$181,570.00		\$195,420.00	\$278,278.00

I hereby certify that this is a true and accurate tabulation of bids received at 3:30 p.m. local time, Tuesday, July 21, 2020 in Jackson, Mississippi for the NIRCS EWP FONTAINE PARK DRIVE STABILIZATION PROJECT, City Project No. 1985091.902.

* This number is the total submitted bid amount, but is based on a mathematical error for the total price for item no.(6) 6 and 7
 ** This number is the total bid amount, correcting the mathematical error for the total price for item no.(6) 6 and 7



By: _____ Date: July 27, 2020

**ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE
NRCS EWP CAROLWOOD DRIVE STABILIZATION
PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1)**

OFFICE OF THE CITY CLERK
8/9/20
465
8-7-2020
2020

WHEREAS, on July 27, 2020, the City of Jackson received five sealed bids for the NRCS EWP Carolwood Drive Stabilization Project, City Project No.19B5002.903; and

WHEREAS, the bid received from Wilco, Inc. in the amount of \$123,310.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Wilco, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Wilco, Inc., in the amount of \$123,310.00 is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Agenda Item #58
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 18, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF WILCO, INC., FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903. (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 4, 6, and 7																																													
3.	Who will be affected	Residents on Carolwood Drive																																													
4.	Benefits	Drainage Improvements																																													
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1																																													
7.	Action Implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$123,310.00																																													
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Fund 214/168																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>12.48 %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>FBE</td> <td>5.17 %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>0.40 %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	12.48 %	WAIVER	yes	___	no	___	N/A	___	FBE	5.17 %	WAIVER	yes	___	no	___	N/A	___	HBE	0.40 %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	12.48 %	WAIVER	yes	___	no	___	N/A	___																																							
FBE	5.17 %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	0.40 %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Dr. Charles Williams, Interim Director



Date: August 3, 2020

Background:

Attached, you will find an item requesting for approval for the Mayor to enter into a contract with Wilco, Inc., for the NRCs EWP Carolwood Drive Stabilization Project. Wilco, Inc., provided the lowest and best bid in the amount of \$123,310.00.

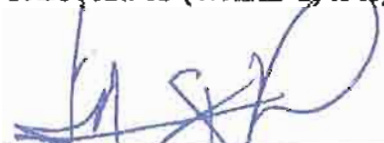
It is the recommendation of this office that Wilco, Inc., is awarded the project. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

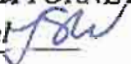
Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF WILCO, INC. FOR THE NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, CITY PROJECT NUMBER 19B5002.903 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE



Crown Engineering, PLLC
Engineers & Project Managers

P.O. Box 16812
Jackson, MS 39236

Ph: (601) 713-4346
Email: cdean@crowneing.net

July 27, 2020

Quinn Braboy, P.E., Senior Civil Engineer
Department of Public Works
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205-0017

**RE: NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT
(City Project Number 19B5002.903)**

Dear Ms. Braboy:

Please find attached a copy of the Certified Bid Tabulation for the above referenced project for the bids that were opened at 3:30 pm on Tuesday, July 27, 2020. There were no requests for the withdrawal of any bids.

Five (5) bids were received. The apparent low bidder was Wilco, Inc. of Madison, MS with a bid price of **\$123,310.00**. The next lowest bid was from Pavecon of Grand Prairie, TX with a bid of **\$177,400.00**. All (5) bids were inclusive of either a 5% bid bond or certified check and the acknowledgement of Addendum No. 1. In addition, there were some discrepancies in the total bid amount from (1) of the bidders. This is noted and explained on the Bid Tabulation.

Pending EBO approval and based on their bid price of **\$123,310.00**, we recommend that Wilco, Inc. be awarded the construction contract for this project. Should you have any questions, please feel free to give me a call.

Yours truly,

Calvin Dean, P.E., CFM, Principal

c: Charles Williams, Jr., P.E., PhD, City Engineer

EBO Determination

Carolwood Dr Stabilization Project

Bid No. 19B5002.903

Bidder: Wilco Inc.
Status: COMPLIANT

MBE	Total Utilization
FBE	5.17 %
AABE	12.48 %
NABE	0.00 %
HBE	0.40 %
ABE	0.00 %

Bidder: Pavecon
Status: NON-COMPLIANT

MBE	Total Utilization
FBE	0.00 %
AABE	12.43 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: ERS
Status: NON-COMPLIANT

MBE	Total Utilization
FBE	0.00 %
AABE	2.08 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: Leflore Construction
Status: NON-COMPLIANT

MBE	Total Utilization
FBE	4.89 %
AABE	0.00 %
NABE	0.00 %
HBE	0.00 %
ABE	0.00 %

Bidder: Hemphill Construction
Status: COMPLIANT

MBE	Total Utilization
FBE	4.94 %
AABE	12.56 %
NABE	0.00 %
HBE	*0.06 %
ABE	0.00 %

NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT

(CITY PROJ. NO. 1985002.983)
 Certified Bid Tabulation
 Bid Date: 7/21/2028

Item No.	Description	Quantity	Units	Engineer's Estimate			Wilson, Inc. Madison, MS			Pensacola Grand Pre#14, TX			Hemphill Construction Co., Inc. Florence, MS			Lufkin Construction, LLC Jackson, MS			BRG, Inc. Jackson, MS		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 9,980.00	\$ 9,980.00	\$38,973.75	\$38,973.75	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00			
2	Cleaning & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 4,600.00	\$ 4,600.00	\$3,036.00	\$3,036.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00			
3	Maintenance of Traffic	1	LS	\$ 1,750.00	\$ 1,750.00	\$ 1,600.00	\$ 1,600.00	\$11,725.00	\$11,725.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00			
4	Unclassified Excavation (L.V.M.)	250	CY	\$ 10.00	\$ 2,500.00	\$ 17.50	\$ 4,375.00	\$15,180.00	\$15,180.00	\$14.00	\$3,500.00	\$42.00	\$10,500.00	\$68.00	\$14,800.00	\$68.00	\$14,800.00	\$68.00	\$14,800.00		
5	Borrow Excavation (L.V.M.)	550	CY	\$ 20.00	\$ 11,000.00	\$ 19.50	\$ 10,725.00	\$10,049.50	\$10,049.50	\$16.00	\$8,800.00	\$45.00	\$24,750.00	\$74.00	\$40,700.00	\$74.00	\$40,700.00	\$74.00	\$40,700.00		
6	Rock Riprap	850	Tons	\$ 75.00	\$ 63,750.00	\$ 72.00	\$ 61,200.00	\$58,251.00	\$58,251.00	\$80.00	\$68,000.00	\$85.00	\$72,250.00	\$113.00	\$95,050.00	\$113.00	\$95,050.00	\$113.00	\$95,050.00		
7	Geotextile Fabric	700	BT	\$ 2.50	\$ 1,750.00	\$ 2.00	\$ 1,400.00	\$1,848.00	\$1,848.00	\$2.00	\$1,400.00	\$10.00	\$7,000.00	\$13.00	\$9,100.00	\$13.00	\$9,100.00	\$13.00	\$9,100.00		
8	Seeding, Fertilizer, and Mulch	0.25	AC	\$ 3,500.00	\$ 875.00	\$ 2,000.00	\$ 500.00	\$15,442.00	\$15,442.00	\$3,890.50	\$960.00	\$5,500.00	\$1,375.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00		
9	Concrete Grout (for Riprap)	375	BT	\$ 55.00	\$ 20,625.00	\$ 52.00	\$ 19,500.00	\$14,823.75	\$14,823.75	\$90.00	\$33,750.00	\$90.00	\$33,750.00	\$115.00	\$43,125.00	\$115.00	\$43,125.00	\$115.00	\$43,125.00		
10	Reinforced Concrete Driveway	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 18,500.00	\$ 18,500.00	\$18,250.00	\$18,250.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
11	Auto/Medical Tape Survey (Pins & Post)	1	LS	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$315.00	\$315.00	\$600.00	\$600.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00			
12	6" Wood Privacy Fencing	150	LF	\$20.00	\$3,000.00	\$30.00	\$4,500.00	\$2,340.00	\$2,340.00	\$22.27	\$3,340.50	\$24.00	\$3,600.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00		
13	Erosion and Sedimentation Control	1	LS	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,748.00	\$1,748.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00	\$8,985.00			
TOTAL Bid (Items 1-13)					\$187,750.00		\$123,310.00		\$177,408.00		\$187,120.00		\$188,508.00		\$188,508.00		\$188,508.00		\$188,508.00		

I hereby certify that this is a true and accurate tabulation of bids received at 5:30 p.m. local time, Tuesday, July 21, 2028 in Jackson, Mississippi for the NRCS EWP CAROLWOOD DRIVE STABILIZATION PROJECT, City Project No. 1985002.983.

* This number is the total submitted bid amount, but is based on a mathematical error for the total price for item no.(s) 8 and 7
 ** This number is the total bid amount, correcting the mathematical error for the total price for item no.(s) 8 and 7



By: _____ Date: July 27, 2028

**ORDER AMENDING AN ENGINEERING SERVICES AGREEMENT
WITH SOUTHERN CONSULTANTS, INC. FOR THE EASTOVER DRIVE
WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO.
18B0101.101 (WARD 2)**

OFFICE OF THE CITY CLERK
8-10-20
18B0101.101

WHEREAS, on September 11, 2018 the City Council approved an Engineering Services agreement with Southern Consultant, Inc., to perform professional engineering design and construction phase services for the Eastover Drive Water Main Replacement Phase 2 in amount not to exceed \$150,455.00; and

WHEREAS, during the design and construction phase additional services were rendered to complete the water main replacement project; and

WHEREAS, Southern Consultants, Inc. has requested additional compensation in the amount of \$25,783.84 to cover additional design and construction phase services increasing the contract from \$150,455.00 to \$176,238.84; and

WHEREAS, the Department of Public Works recommends amending the Engineering Services agreement with Southern Consultants, Inc. increasing the existing contract amount from \$150,455.00 to \$176,238.84 for the Eastover Drive Water Main Replacement Phase 2, City Project No.18B0101.101.

IT IS, THEREFORE, ORDERED that an amended engineering services agreement with Southern Consultant, Inc. in an amount not to exceed \$176,238.84 for the Eastover Drive Water Main Replacement Phase 2, City Project No. 18B0101.101 is accepted.

Agenda Item #59
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 4, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AMENDING AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC., FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101 (WARD 2)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	Residents who live on Eastover Drive & Greenbriar Drive																																													
4.	Benefits	Water Infrastructure Improvements																																													
5.	Schedule (beginning date)	Complete																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is in Ward 1.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design/Construction Engineering Cost not to exceed \$176,238.84																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	1% Sales Tax, Account No. 173-451358B01011016413																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Charles Williams Jr., PE, PhD, Interim Director
Public Works Department

Date: August 4, 2020



Attached you will find an agenda item to approve an amended professional engineering agreement with Southern Consultants, Inc., for the Eastover Drive Water Main Replacement Phase 2 Project.

Background:

Attached you will find an item for the City Council Agenda requesting authority to amend a professional engineering service agreement with Southern Consultants, Inc. for the Eastover Drive Water Main Phase 2 Project. The City needed additional design engineering and construction inspection services to replace the Eastover Drive Water Main.

It is the recommendation of this office that this design engineering and construction inspection services contract be amended to Southern Consultant, Inc. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/10/20
20-20

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/10/20

DATE

CONTRACT AMENDMENT NUMBER 1
TO THE
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF JACKSON, MISSISSIPPI
AND
SOUTHERN CONSULTANTS, INCORPORATED
FOR
EASTOVER DRIVE WATER MAIN
REPLACEMENT – PHASE 2
CITY PROJECT NUMBER 18B0101-101

WHEREAS, The City of Jackson entered into a contract with Southern Consultants for professional engineering design and construction phase services for Eastover Drive Water Main Replacement Project – Phase 2 (Ridgewood Road to Lake Circle), City Project No. 18B0101-101 on September 11, 2018; and

WHEREAS, Southern Consultants, Inc.'s contract was based surveys, design and construction phase services for the defined project limit along Eastover from Ridgewood Road to Lake Circle; and

WHEREAS, after completion of the contract documents and drawings for the project, the City requested and authorized the addition of Greenbriar Drive that runs between Twin Lake Circle to the plans and contract documents due to continuing leak issues along Greenbriar Drive; and

WHEREAS, Southern Consultants, performed additional field surveys, designed the additional water line work, revised the original plans to include two additional plan/profile sheets, and modified the contract documents to include the additional pay items related to this work and also provided additional inspection services; and

WHEREAS, Southern Consultants, Inc. incurred significant additional costs related to this work that was not part of the original Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties agree that the fees and expenses associated with the original contract were not sufficient to cover the additional work related to the addition of water line improvements on Greenbriar Drive, and therefore this Contract Amendment No. 1 is justified and reasonable.

The City therefore agrees to pay Southern Consultants for additional costs incurred as outlined below:

Project Engineer (JSS)	38 Hrs	@ \$49.00	= \$1,862.00
Sr. Civil Engineer (MAB)	16 Hrs	@ \$42.00	= \$ 672.00
CADD Tech (MWH)	60 Hrs	@ \$27.00	= \$1,620.00
Survey Party	20 Hrs	@ \$125.00	= \$2,500.00
Resident Project Observer	80 Hrs	@ \$27.00	= \$2,160.00
Direct Costs			\$8,814.00
Overhead (1.6119)			\$14,207.29
Subtotal Direct Plus Overhead			\$23,021.29
Fixed Fee (12%)			\$ 2,762.55
TOTAL COSTS			\$25,783.84

The revised upset limit for all services under this contract, including this amendment, shall be **\$176,238.84**. This equates to a 17% increase above our original contract amount.

All other provisions of the Contract not specifically amended herein shall remain in full force and effect.

Approved this the ____ day of _____, 2020.

CITY OF JACKSON, MISSISSIPPI

SOUTHERN CONSULTANTS, INC.

 CHOKWE ANTAR LUMUMBA
 MAYOR



 SUSAN H. LUNARDINI
 PRESIDENT

ATTEST:

ATTEST:

 CITY CLERK



 JAMES S. STEWART, P.E., VICE PRESIDENT

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
ENGINEERING SERVICES AGREEMENT WITH SOUTHERN
CONSULTANTS, INC. FOR THE EASTOVER DRIVE WATER MAIN
REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B0101.101.**

OFFICE OF THE CLERK OF THE CITY OF JACKSON
September 15, 2016

WHEREAS the City of Jackson Public Works Engineering Division desires to have design and construction engineering services to replace an aging water main on Eastover Drive from Ridgewood Road to Lake Circle; and

WHEREAS, Southern Consultants, Inc., a local Multi-Discipline Civil Engineering firm located in Jackson, Mississippi submitted its Statement of Qualifications based on Public Works Engineering Division solicitation for professional engineering services; and

WHEREAS, Southern Consultants, Inc., has submitted a proposal based on their Statement of Qualifications to provide the City of Jackson Public Works Engineering Division Design Engineering and Construction Management services at a cost not to exceed \$150,455.00 for the Eastover Drive Water Main Replacement Phase 2, City Project Number 18B0101.101; and

WHEREAS, the Public Works Engineering Division recommends the City of Jackson enter into an Engineering Services Agreement with Southern Consultants, Inc., in the amount of \$150,455.00 for the Eastover Drive Water Main Replacement Phase 2, City Project Number 18B0101.101.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute all related documents pertaining to an engineering services agreement with Southern Consultants, Inc., for an amount not to exceed \$150,455.00 for the Eastover Drive Water Main Replacement Phase 2, City Project Number 18B0101.101.

ITEM # _____
DATE: _____
BY: **WILLIAMS, MILLER, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 30, 2018

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B0101.101.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	Citizens of Jackson, Mississippi																																													
4.	Benefits	Water Infrastructure Improvements																																													
5.	Schedule (beginning date)	When contracts are executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Engineering Design Cost- \$150,455.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173, 1% Sales Tax Funds Account No.: 173-451.35-8B0101-101-6413																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Tony T. Yarber
Mayor of the City of Jackson

TO: Mayor Chokwe Antar Lumumba

FROM: Robert K. Miller *Robert K. Miller ew*
Director of Public Works

DATE: August 30, 2018

RE: Agenda Item for City Council Meeting

Attached you will find an agenda item to approve a professional engineering agreement with Southern Consultants, Inc., for the Eastover Drive Water Main Replacement Phase 2.

Eastover Drive Water Main Replacement, Phase 2

- a) Replacement of approximately 4,500 LF of 8" cast iron pipe with new 8" ductile iron pipe w/polywrap on Eastover Drive from Ridgewood Road to Lake Circle. The existing cast iron pipe was installed in the 1950's and has experienced numerous leaks in recent years.
- b) Work will include tie-ins at each end and tie-ins to other distribution mains and service lines as required. Trench repairs will also be required and the street shall be include an asphalt overlay after all work is complete.

The Department of Public Works recommends approval, if you have any questions please do not hesitate to call me at 2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
September 4, 2018
NWS

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH SOUTHERN CONSULTANTS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B0101.101 is legally sufficient for placement in NOVUS Agenda.

Nakesha Watkins

Nakesha Watkins, *Legal Counsel*

September 4, 2018

DATE

**ORDER AUTHORIZING FINAL PAYMENT TO SUNCOAST
INFRASTRUCTURE, INC. FOR THE STORM SEWER REPAIR AT
CONGRESS & CAPITOL STREET (WARD 7)**

OFFICE OF THE CITY CLERK
10-10-20
10-10-20

WHEREAS, the Department of Public Works discovered a collapsed storm sewer at Congress & Capitol Street; and

WHEREAS, the City of Jackson Department approved a construction contract with Suncoast Infrastructure, Inc. on April 14, 2020 to repair the collapsed storm sewer at a cost not to exceed \$48,539.20; and

WHEREAS, Suncoast Infrastructure, Inc. has completed the work; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the final payment in the amount of \$48,539.20 to Suncoast Infrastructure, Inc. be approved.

IT IS, THEREFORE, ORDERED that the City make final payment in the amount of \$48,539.20, release all securities held to Suncoast Infrastructure, Inc. for all the work completed and materials furnished under this contract, and the City Clerk publish the Notice of Completion of the Storm Sewer Repair at Congress & Capitol Street.

Agenda Item #60
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 4, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING FINAL PAYMENT TO SUNCOAST INFRASTRUTURE, INC. FOR THE STORM SEWER REPAIR AT CONGRESS & CAPITOL STREET (WARD 7)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Motorist who travel on Congress & Capitol Street																																													
4.	Benefits	Storm Sewer Infrastructure																																													
5.	Schedule (beginning date)	Complete																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Cost: \$48,539.20																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 213 213-45190-4B4000-901-6485																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Congress & Capitol Street Storm Sewer Repair

Item #:

Council Meeting: Regular Council Meeting, August 18, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Storm Sewer Infrastructure Repair

Cost: \$48,539.20

Project/Contract Type: Storm Sewer Repair

Funding Source: Fund 213

Schedule/Time: Complete

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting final payment approval to Suncoast Infrastructure, Inc, for the Congress and Capitol Street Storm Sewer Repair. The contract is required due to a collapsed storm sewer. The work is complete and accepted by the Engineering Division. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


Office of the City Attorney

455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39202-2770
Telephone: (601) 960-1099
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/14/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING FINAL PAYMENT TO SUNCOAST INFRASTRUCTURE, INC. FOR THE STORM SEWER REPAIR AT CONGRESS & CAPITOL STREET (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

8/14/20

DATE

S20060 #1

Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

INVOICE #
S20060-01

To : City of Jackson, MS
P.O. Box 1595
Jackson, MS 39215-1595

Invoice Date: 07/07/20
Invoice Description: JB App #1
Invoice Due Date: 08/06/20
Payment Terms: Net 30 days
Work From: 05/06/20
To: 07/07/20

Contract : S20060- CIPP Rehab of Storm Sewer Seg. @ Congress & Capitol, Jackson

Contract Item	Quantity JTD	Unit Price	U/M	Total To Date
1 Mobilization	0.000	0.00000	LS	3,000.00
2 Clean 36" Storm Sewer Less than 1/3 Debris	160.000	27.00000	LF	4,320.00
3 TV inspection, 36" Sewer	160.000	6.85000	LF	1,096.00
4 36" x 10.5mm	160.000	169.77000	LF	27,163.20
5 36" Additional 1.5mm Thickness	480.000	27.00000	LF	12,960.00
Total To Date :				48,539.20
Plus Sales Tax :				0.00
Total Due This Invoice :				48,539.20

File Copy

FINAL RELEASE

Suncoast Project #: S20060

This release is made in accordance with the provision of the CIPP Rehab of Storm Sewer Segments @ Congress & Capitol Streets, Jackson, MS project including any and all Amendments thereto executed by Suncoast Infrastructure, Inc. after referred to as "Contractor" and The City of Jackson, MS "Owner".

Upon receipt and in consideration of Contractor's check in the amount of \$48,539.20 being final payment for all labor, materials, and services furnished by the Subcontractor in the performance of said Contract, the Subcontractor hereby unconditionally releases Contractor, its surety and the owner, their parent companies, affiliates, subsidiaries and divisions and their officers, agents, employees, assignees or heirs from any and all claims, causes of action or other liability of any kind or nature, known or unknown, including without limitation, all lien or bond claims, arising out of or related to the performance of said Contract other than such claims, if any, that may, with the consent of Contractor and the Owner, be specifically excepted from the terms of this Release, stated as follows: (if none, so state).

This release is not intended to release any claims Contractor and Subcontractor have against the Owner and the Engineer.

Subcontractor further certifies that all labor, materials, and services, furnished in connection with the performance of said Contract and all applicable state and federal taxes, including payroll taxes, and insurance have been fully paid.

In the event of a dispute, including litigation, between Contractor and Owner pertaining to the project, Subcontractor agrees to fully cooperate and provide reasonable assistance to Contractor when and as requested.

The undersigned certifies that he has authority to bind and obligate the Subcontractor to the terms of this Final Release.

I, Stephen H. Rula, certify that I am the President, of the Corporation executing this release, and said release was duly signed for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Suncoast Infrastructure, Inc.

Company Name

Executed this 27th day of July, 2020.

Signed: Stephen H. Rula
(Name of Releasing Party)



By: Stephen H. Rula

Title: President

STATE OF Mississippi, COUNTY OF Rankin

Sworn to before me this 27th day of July, 2020.

Jennifer Laseter
Notary Public
(Notary's Seal)

My Commission Expires: April 29, 2023

**ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF
SUNCOAST INFRASTRUCTURE, INC., FOR THE STORM SEWER
REPAIR AT CONGRESS & CAPITOL STREET AND AUTHORIZING
THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD
1)**

OFFICE OF THE CITY CLERK
3-20-2020

WHEREAS, the Department of Public Works discovered a collapsed storm sewer at Congress & Capitol Street; and

WHEREAS, the City of Jackson Department of Public Works solicited competitive written bids from contractors to repair the collapsed storm sewer; and

WHEREAS, Suncoast Infrastructure, Inc., submitted the lowest bid in the amount of \$48,539.20; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the governing authorities accept the bid of Suncoast Infrastructure, Inc., in the amount of \$48,539.20 as the lowest and best bid to repair the collapsed storm sewer.

IT IS, THEREFORE, ORDERED that the written competitive bid of Suncoast Infrastructure, Inc, in the amount of \$48,539.20 is accepted as the best bid in accordance with the City's solicitation of written competitive bids; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk for the City of Jackson, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Suncoast Infrastructure, Inc., to repair a collapsed storm sewer at Congress & Capitol Street consistent with the bid being accepted.

BY: MILLER, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

March 2, 2020

POINTS		COMMENTS																																								
1.	Brief Description/Purpose	ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF SUNCOAST INFRASTRUCTURE, INC., FOR THE STORM SEWER REPAIR AT CONGRESS & CAPITOL STREET AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 1)																																								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																								
3.	Who will be affected	Motorist who travel on Congress & Capitol Street																																								
4.	Benefits	Storm Sewer Infrastructure																																								
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																								
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7																																								
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																								
8.	COST	Cost: \$48,539.20																																								
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 213 213-45190-4B4000-901-6485																																								
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
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HBE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			
NABE	_____ %	WAIVER	yes	no	_____	N/A	_____																																			

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert K. Miller, Director



Agenda Item: Congress & Capitol Street Storm Sewer Repair

Item #:

Council Meeting: Regular Council Meeting, March 17, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Storm Sewer Infrastructure Repair

Cost: \$48,539.20

Project/Contract Type: Storm Sewer Repair

Funding Source: Fund 213

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

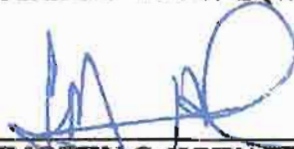
Attached, you will find an item for the City Council Agenda requesting the Mayor enter into a contract with Suncoast Infrastructure, Inc, for the Congress and Capitol Street Storm Sewer Repair. The contract is required due to a collapsed storm sewer. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-3899
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE WRITTEN COMPETITIVE BID OF SUNCOAST INFRASTRUCTURE, INC. FOR THE STORM SEWER REPAIR AT CONGRESS & CAPITOL STREETS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAID REPAIRS (WARD 7) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

SUNCOAST INFRASTRUCTURE, INC.

PROPOSAL

P. O. Box 397
Florence, MS 39073
601-420-8882 FAX: 601-420-8300

Page: 1 of 3

Date: February 4, 2020

To: William E. Miley, City of Jackson

Re: CIPP Rehabilitation of Storm Sewer Segment at Congress and Capitol

We propose to furnish the following:

Description	Quantity	Unit	Unit Price	Extension
Mobilization	1	LF	\$ 3,000.00	\$3,000.00
Clean 36" Storm Sewer Less than 1/3 Debris	180	LF	\$ 27.00	\$4,320.00
TV Inspection, 36" Sewer	180	LF	\$ 6.85	\$1,096.00
38" x 10.5mm	180	LF	\$ \$169.77	\$27,163.20
38" Additional 1.5mm Thickness	480	LF	\$ 27.00	\$12,960.00
			TOTAL	\$48,538.20

This proposal includes:

1. All labor, equipment, and materials necessary to perform scope of work described above.
2. Traffic control (limited to cones and signs).
3. Two (2) copies of video and data on DVD.
4. Certificate of insurance within normal limits.
5. Worker's compensation insurance and employer's liability insurance.

This proposal is based on the following being provided to Suncoast Infrastructure at no charge:

1. Supply water for the equipment required to clean sewer lines and install liner.
2. Access for all equipment, under its own power, to all manholes, including uncovering of buried manholes, if required.
3. Site for disposal of any debris and/or fluids removed from the manholes and all permits and fees required.
4. Assistance with bypassing of sewer flows, if required.
5. Assistance with retrieval of equipment that becomes stuck in a line due to severe offset joints, holes in pipe, collapsed pipe, etc.

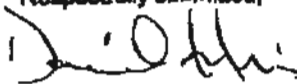
Other terms:

1. Payment due within thirty days of our invoice.
2. Stated prices are in effect for thirty days from the date of this proposal.
3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AND SIGNING BELOW IS ACCEPTANCE OF THE TERMS AND CONDITIONS.

If any terms and/or conditions different from those in this Proposal are required, then the pricing provided in this Proposal will not be available unless and until terms and/or conditions acceptable to Suncoast can be agreed upon.

Respectfully submitted,



Daniel A. Harris
Project Manager

ACCEPTED:

By: _____

Signed: _____

Title: _____

Date: _____

[TERMS AND CONDITIONS BEGINNING ON THE NEXT PAGE]

P. O. Box 397
Pomona, MS 39073
601-420-9952 FAX: 601-420-9300

Page: 2 of 3

TERMS AND CONDITIONS

1. **SUNCOAST'S STATUS:** SUNCOAST is an independent contractor under contract to the CUSTOMER and shall only be responsible for performing under the PROPOSAL, and SUNCOAST shall not be responsible CUSTOMER for any acts or omissions of CUSTOMER, or CUSTOMER's contractor, subcontractors, consultants or subcontractors or any of their agents or employees.
2. **ADMINISTRATION:** CUSTOMER, or an architect or engineer, if any, shall be the general administrator and coordinator of services for the PROJECT and shall facilitate the exchange of information among all SUNCOAST's and consultants on the PROJECT as necessary for the coordination of their services.
3. **CLIENT'S RESPONSIBILITIES:** CUSTOMER shall provide to SUNCOAST all information reasonably pertinent to performing under the PROPOSAL. CUSTOMER shall consult with SUNCOAST before issuing interpretations or clarifications of SUNCOAST's work or acting on submittals or change orders affecting the goods and/or services provided under the PROPOSAL. CUSTOMER shall promptly notify SUNCOAST when CUSTOMER learns of any development that affects the scope or timing of the goods and/or services provided under the PROPOSAL. CUSTOMER will immediately notify SUNCOAST in writing of any failure by SUNCOAST to meet any of the terms and conditions of the PROPOSAL.
4. **LATENT CONDITIONS:** If problems, latent conditions, or work outside the scope of work as quoted are identified, it is the responsibility of the CUSTOMER to correct the problem(s) for work to proceed and for the warranty to be valid.
5. **CHANGE ORDERS:** CUSTOMER may request SUNCOAST to make changes in the work of the quote or estimate provided by SUNCOAST consisting of additions, deletions, or other revisions. In the event of a change order, the amount of the quote or estimate shall be adjusted according to SUNCOAST's customary rate.
6. **WARRANTY:** As to any goods provided or work done, SUNCOAST warrants that the goods provided or work under the PROPOSAL will meet the specifications in the scope of work for a period of one (1) year after substantial completion.
7. **PAYMENT:** SUNCOAST shall perform the work set forth in PROPOSAL provided to CUSTOMER in exchange for payment by CUSTOMER of the amount set forth in SUNCOAST's PROPOSAL. SUNCOAST shall submit monthly statements and supporting documentation to CUSTOMER or the work performed during the period for which payment is being requested, and SUNCOAST shall receive payment of the full amount, within 10 days after each submission of each monthly statement. CUSTOMER will pay an additional charge of 1.5% per month for each month any amount is delinquent. Unless the attached PROPOSAL provides otherwise, SUNCOAST shall not be responsible for securing and/or paying for any construction testing, bonds, and/or permits.
8. **INDEMNIFICATION:** SUNCOAST shall indemnify the CUSTOMER against claims for bodily injury or damage to tangible property, for which CUSTOMER becomes liable, which are proximately caused by the negligent acts or omissions of SUNCOAST or SUNCOAST's subcontractors. Likewise, CUSTOMER shall indemnify SUNCOAST to the same extent as SUNCOAST agrees to indemnify CUSTOMER as set forth herein. This indemnity obligation shall survive performance of the services hereunder.
9. **INSURANCE:** CUSTOMER and SUNCOAST shall maintain worker's compensation coverage of a form and in an amount as required by state law; comprehensive general liability with maximum limits \$1,000,000/\$2,000,000; automobile liability with maximum limits of

SUNCOAST INFRASTRUCTURE, INC.

PROPOSAL

P. O. Box 367
Florence, MS 38073
801-420-6662 FAX: 801-420-9300

Page 3 of 3

\$500,000/\$1,000,000. Either party shall notify the other party of any change in coverage no later than 10 calendar days after becoming aware of such change. If coverage is withdrawn or the replacement policy will not afford the same protection and/or will require a significant increased premium when compared to prior coverage, both parties shall confer as to alternatives available. If any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both. CUSTOMER and SUNCOAST shall exchange certificates or other evidence from insurance carriers of the required insurance coverage. Railroad Protective Insurance is not included. If required, it will be billed at cost plus 10%.

10. **TERMINATIONS:** This PROPOSAL may be terminated for default by either party upon five (5) days written notice, upon the other party's breach of any material contractual obligation hereunder. CUSTOMER shall be considered to have materially breached its obligations hereunder and to be in default, if CUSTOMER fails to pay SUNCOAST within ten (10) days of the due date for any payment. CUSTOMER may at its convenience, upon ten (10) days prior written notice to SUNCOAST, without cause or fault of either SUNCOAST or CUSTOMER, terminate the PROPOSAL in whole or in part if CUSTOMER in its sole discretion, determines it to be in CUSTOMER's best interest. In case of such termination for CUSTOMER's convenience, SUNCOAST shall be entitled to receive payment for all work executed, and all costs reasonably incurred by reason of such termination including, but not limited to, all shut down, demobilization and reworking costs and the costs of all goods that have been ordered that cannot be returned.

11. **HAZARDOUS MATERIALS:** SUNCOAST has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CUSTOMER is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of the PROPOSAL.

12. **ATTORNEY'S FEES:** Should litigation be required to enforce the PROPOSAL, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.

13. **SEPARATE PROVISIONS:** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Paragraph headings are for convenience of reference only and shall not modify, define, limit or expand the parties as expressed in this Agreement.

14. **EXTENT OF AGREEMENT:** The PROPOSAL and these TERMS AND CONDITIONS represent the entire agreement between the parties and may be amended only by a written instrument signed by both parties.

15. **PUNITIVE DAMAGES:** In no event will either the SUNCOAST or the CUSTOMER be liable to the other for any punitive damages as a result of any acts or omissions that arise from, or otherwise pertain to, the PROPOSAL.



COMPLIANCE ENVIROSYSTEMS

February 13, 2020

Bill Miley
Utilities Manager
City of Jackson, MS
200 S. President St. Suite 523
Jackson, MS
T: 601.960.2090
wmiley@city.jackson.ms.us

RE: Proposal for CIPP lining in Jackson, MS

Mr. Miley:

In response to your request, Compliance EnviroSystems, LLC (CES) is pleased to provide you with a proposal for professional services on the above referenced project.

The following sections are provided for your review:

1. Scope of Work
2. Fee Schedule
3. Deliverables
4. CES Standard Special Provisions

Please review these documents carefully. If you are in agreement, please sign where indicated and return by e-mail to mbroussard@ces-eses.com. Upon receipt of your approval, our Operations Manager will schedule your project.

Thank you for the opportunity to submit this proposal. If selected, CES will provide our services at the highest professional level.

If you have any questions, please feel free to contact me by phone (225) 678-7034 or e-mail at any time.

SOUND DATA. SOILD CONCLUSIONS.



COMPLIANCE ENVIROSYSTEMS

SCOPE OF WORK

The scope of work for this project involves CIPP Lining of approximately 160 LF of 36" gravity storm sewer pipe in Jackson, MS.

FEE SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	CIPP of 36" gravity storm sewer pipe	160	LF	\$315.00	\$50,400.00
Estimated Project Total:					\$55,400.00

DELIVERABLES

The standard electronic deliverable (all inspection videos, a database including coding information and inspection reports) will be submitted on an external USB 2.0 hard drive.

ELECTRONIC DELIVERABLE CONTAINS:

- Pipeline Assessment Certification Program (PACP) database with CCTV inspection videos (PACP Coded)
- Manhole Assessment Certification Program (MACP) database with photographs
- PACP pipe rating index & PACP/MACP coding information
- Inspection reports in .PDF format and organized by line segment

STANDARD SPECIAL PROVISIONS

- The quantities shown in the fee schedule are estimates only. Actual quantities collected during field operations will be applied to the fee schedule in order to determine final costs.
- Debris removed from the collection system will be properly transported to an approved and accessible waste disposal facility. The Owner will provide this facility at no cost to CES. These fees do not reflect debris disposal costs.
- All manholes within the project area will be located and made accessible, at no cost to CES.
- If, through no fault of CES Operators, inspection equipment, cleaning nozzles or root cutters become lodged in the collection system, the city of Jackson, MS will provide excavation services to retrieve the equipment at no cost to CES. Excavation of lodged items will be completed by within a 48 hour period.



- Transmittal of this proposal in no way suggests, indicates or guarantees a timeline for mobilization.
- This proposal remains valid for 60 days.

RE: Proposal for CIPP lining in Jackson, MS

Your signature will serve as **Notice to Proceed** on this project.

Name (Printed) _____

Title _____

Signature _____ Date _____

Respectfully Yours,
Marty Broussard
Marty Broussard
Business Development
Compliance EnviroSystems, LLC
C: 225.678.7034
mbroussard@ces-ses.com
www.ces-ses.com

ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101 (WARD 1)

OFFICE OF THE CITY ATTORNEY
JULY 20 2020

WHEREAS, on June 11, 2019 the City of Jackson accepted Utility Constructors, Inc.'s bid of \$1,134,019.00 for the Eastover Drive Water Main Replacement Phase 2, City Project No. 18B0101.101; and

WHEREAS, the contract work involved removing and replacing an existing waterline on Eastover Drive within the City of Jackson corporate limits; and

WHEREAS, Change Order No. 1/Final represents a decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the current contract amount is \$1,134,019.00 and the decreased contract amount will be \$1,070,803.20; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$83,065.65 to Utility Constructors, Inc.; and

WHEREAS, the bonding company SureTec Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the contract of Utility Constructors, Inc., decreasing the contract amount by \$63,215.80 to a final contract amount of \$1,070,803.20 is authorized.

IT IS FURTHER ORDERED that the City make final payment in the amount of \$83,065.65 and release all securities held to Utility Constructors, Inc. for all the work completed and materials furnished under this contract and that the City Clerk publish the Notice of Completion of the Eastover Drive Water Main Replacement Phase 2, City Project No. 18B0101.101.

Agenda Item #61
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
August 5, 2020

P O I N T S		C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101 (WARD 1)																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 6 and 7																														
3.	Who will be affected	Residents and businesses in Ward 1																														
4.	Benefits	Water Infrastructure																														
5.	Schedule (beginning date)	Project Completed																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is in Ward 1.																														
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																														
8.	COST	Final Contract Cost: \$1,070,803.20 Final Payment: \$83,065.65																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173 451358B01011016485																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABE	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
AABE	_____ %	WAIVER	yes	no	N/A																											
WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

TO: Mayor Chokwe Antar Lumumba
FROM: Charles Williams Jr., PE, PhD
Interim Director of Public Works
DATE: August 5, 2020
RE: Agenda Item for City Council Meeting

A handwritten signature in blue ink, appearing to read "Charles Williams Jr.", is placed over the "FROM:" field of the memo.

Attached you will find an item for the City Council Agenda approving the final payment of Utility Constructors, Inc., in the amount of \$83,065.85 for the Eastover Drive Water Main Replacement Phase 2. City staff has reviewed the final payment and conducted a final project inspection and has determined that it is acceptable.

The existing water main on Eastover Drive was in critical need of replacement. The City advertised for bids, and Utility Constructor, Inc submitted the lowest and best bid. The council awarded the contract on June 11, 2019. The contractor has completed the work on schedule, and under budget. The new waterline has improved water flow capacity, and decreased interruptions for service due to breaks

It is the recommendation of this office that the final payment be approved. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

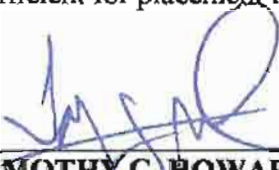
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF UTILITY CONSTRUCTORS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NO. 18B0101.101 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

8/16/23

DATE

**ORDER ACCEPTING THE BID OF UTILITY
CONSTRUCTORS, INC., FOR THE EASTOVER DRIVE
WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT
NUMBER 18B0101.101. (WARD 1)**

OFFICE OF THE CITY CLERK
6/23/2019

WHEREAS, on May 21, 2019, the City of Jackson received three sealed bids for the Eastover Drive Water Main Replacement Phase 2, City Project No.18B0101.101; and

WHEREAS, the bid received from Utility Constructors, Inc., in the amount of \$1,134,019.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Utility Constructors, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$1,134,019.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

ITEM # _____

DATE: _____

BY: **MILLER, WILLIAMS, LUMUMBA**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
May 29, 2019

POINTS		COMMENTS																														
1.	Brief Description/Purpose	ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC., FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B010L101L (WARD 1)																														
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																														
3.	Who will be affected	Residents and businesses in Ward 1																														
4.	Benefits	Water Infrastructure																														
5.	Schedule (beginning date)	This project will begin as soon as contracts are signed.																														
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1																														
7.	Action implemented by: ▪ City Department ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																														
8.	COST	\$1,134,019.00																														
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 173 Account No. 173 451358B01011016485																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>AABB</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	AABB	_____ %	WAIVER	yes	no	N/A	WBE	_____ %	WAIVER	yes	no	N/A	HBE	_____ %	WAIVER	yes	no	N/A	NABE	_____ %	WAIVER	yes	no	N/A
ABE	_____ %	WAIVER	yes	no	N/A																											
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WBE	_____ %	WAIVER	yes	no	N/A																											
HBE	_____ %	WAIVER	yes	no	N/A																											
NABE	_____ %	WAIVER	yes	no	N/A																											

Department of Public Works



200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

TO: Mayor Chokwe Antar Lumumba
FROM: Robert K. Miller
Director of Public Works
DATE: May 29, 2019
RE: Agenda Item for City Council Meeting

A handwritten signature in blue ink, appearing to read "Robert K. Miller".

Attached you will find an agenda item authorizing the Mayor to enter a contract with Utility Constructors, Inc., for the Eastover Drive Water Main Replacement Phase 2. Utility Constructors, Inc., provided the lowest and best quote in the amount of \$1,134,019.00.

Eastover Drive Water Main Replacement, Phase 2

- a) Replacement of approximately 4,500 LF of 8" cast iron pipe with new 8" ductile iron pipe w/polywrap on Eastover Drive from Ridgewood Road to Lake Circle. The existing cast iron pipe was installed in the 1950's and has experienced numerous leaks in recent years.
- b) Work will include tie-ins at each end and tie-ins to other distribution mains and service lines as required. Trench repairs will also be required and the street shall be include an asphalt overlay after all work is complete.

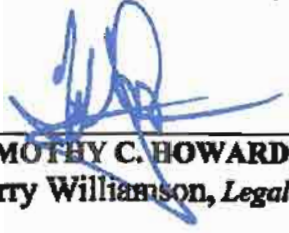
The Department of Public Works recommends approval, if you have any questions please do not hesitate to call me at 2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC. FOR THE EASTOVER DRIVE WATER MAIN REPLACEMENT PHASE 2, CITY PROJECT NUMBER 18B0101.101 (WARD 1) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel



DATE

APPLICATION FOR PARTIAL PAYMENT		
NAME OF PROJECT Eastover Drive Water Main Replacement City Project No. 18B0101-101		PAY APPLICATION NUMBER 7 (Seven)-FINAL
LOCATION OF PROJECT Jackson, MS		PAY APP. PERIOD 5/1/2020 to 7/20/2020
NAME AND ADDRESS OF OWNER City of Jackson		NAME AND ADDRESS OF CONTRACTOR UTILITY CONSTRUCTORS, INC. P.O. BOX 13627 JACKSON, MS 39236

SCHEDULE OF CONTRACT CHANGE ORDERS
List every change order issued to date of this request even if no work has been done under on or more such orders.

CONTRACT CHANGE ORDER		DESCRIPTION	ADDITIONS TO CONTRACT PRICE AS SHOWN ON CHANGE ORDER	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDER
NO	DATE			
(1)	(2)	(3)	(4)	(5)
1	7/20/2020	RECTIFY QUANTITIES/ADDITIONAL ITEMS	\$ 35,040.00	98,255.80
TOTALS			\$35,040.00	\$98,255.80

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a) ORIGINAL CONTRACT AMOUNT.....	\$	1,134,019.00
(b) PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	\$	35,040.00
(c) LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	\$	98,255.80
(d) ADJUSTED CONTRACT AMOUNT TO DATE.....	\$	1,070,803.20

ANALYSIS OF WORK PERFORMED TO DATE

(a) COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	\$	1,070,803.20
(b) EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	\$	0.00
(c) TOTAL COST OF WORK PERFORMED TO DATE.....	\$	1,070,803.20
(d) ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	\$	0.00
(e) SUBTOTAL OF (c) and (d).....	\$	1,070,803.20
(f) LESS: RETAINAGE (2.0%).....	\$	
(g) SUBTOTAL OF (e) and (f).....	\$	1,070,803.20
(h) LESS: AMOUNT OF PREVIOUS PAYMENTS.....	\$	987,737.33
(i) AMOUNT DUE THIS APPLICATION.....	\$	83,065.85

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Application for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Application for Partial Payment; and that no part of the "Amount Due This Application" has been received.

By: [Signature]
 Title: President
 Date: 7/27/2020

UTILITY CONSTRUCTORS, INC.
(Contractor)

RECOMMENDATION OF ENGINEER

This Application for Partial Payment covers all pay item work performed by the Contractor through the application period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general warranty period.

By: [Signature]
 Title: V-P
 Date: 7/20/2020

Southern Consultants, Inc.
(Engineer)

COST BREAKDOWN

CONTRACTOR: UTILITY CONSTRUCTORS, INC.
 PROJECT: Eastover Drive Water Main Replacement
 CNY Project No. 18B015-1P1
 APPLICATION NO: 7 (Revised)-FINAL
 PERIOD: 3/1/20 - 7/20/20

ITEM NO	DESCRIPTION	CONTRACT		UNIT	UNIT COST	TOTAL COST	PREVIOUS APPLICATION		COMPLETED THIS MONTH		COMPLETED TO DATE	
		QTY	TOTAL COST				QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST
80	2" ASPHALT OVERLAY, 12.5mm. MT OR SC-1, TYPE B, (EASTOVER DRIVE)	1,400		TN	110.00	154,000.00	1,406.92	153,581.29	0.00	0.00	1,406.92	153,581.29
81	2" WATER VALVE INCREASER RINGS	36		EA	185.00	6,435.00	36.00	6,435.00	0.00	0.00	36.00	6,435.00
82	2" MANHOLE INCREASER RINGS	5		EA	330.00	1,650.00	2.00	660.00	0.00	0.00	2.00	660.00
83	CONTINGENCY ALLOWANCE	1		LB	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
84	MANHOLE ADJUSTED TO GRADE	5		EA	1,200.00	6,000.00	0.00	0.00	5.00	6,000.00	5.00	6,000.00
85	PAVEMENT STRIPING	1		LS	9,600.00	9,600.00	0.00	0.00	1.00	9,600.00	1.00	9,600.00
86	2" HOPE COILED	28		EA	330.00	9,240.00	0.00	0.00	28.00	9,240.00	28.00	9,240.00
88	DRESS-UP ALONG NEW PAVEMENT EDGE (MATERIAL AND LABOR)	1		LS	1,180.00	1,180.00	0.00	0.00	1.00	1,180.00	1.00	1,180.00
89	SEWER SERVICE REPAIR (2010 EASTOVER DR)	1		LS	5,500.00	5,500.00	0.00	0.00	1.00	5,500.00	1.00	5,500.00
	TOTAL BASE BID					1,134,078.00		1,013,063.89		87,739.28		1,979,893.29

**CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS**

AIA Document G706A
(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address) City of Jackson
219 S. President Street
Jackson, MS 39205

ARCHITECT'S PROJECT NO.:
City Project Number 18B0101-101

CONTRACT FOR:
Eastover Drive Water Main Replacement- Phase 2

PROJECT:
(Name and address) Eastover Drive Water Main Replacement - Phase 2
Ridgewood Road to Lake Circle and Greenbriar Drive
Jackson, MS

CONTRACT DATED: June 11, 2019

STATE OF: **MS**
COUNTY OF: **Hinds**

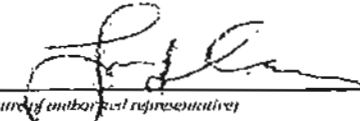
The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: **None**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: **Utility Constructors, Inc.**
(Name and address) P.O. Box 13627
Jackson, MS 39236

BY: 
(Signature of authorized representative)
Terry Lovelace
(Printed name and title)

Subscribed and sworn to before me on this date: **7-20-20**

Notary Public:  **JACKIE H. KING**

My Commission Expires: **Aug. 2, 2020**



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



SURETEC INSURANCE COMPANY

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

BOND NO.: 4423231

TO OBLIGEE: City of Jackson
P O Box 17
Jackson MS

(Name and Address)

CONTRACT FOR:
Eastover Drive Water Main
Replacement-Phase 2
City Project 18B0101-101

CONTRACT DATED:

PROJECT: Eastover Drive Water Main
Replacement-Phase 2
City Project 18B0101-101

(Name and Address)

PRINCIPAL: Utility Constructors, Inc

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX
77042

on bond of Utility Constructors, Inc, P O Box 13627, Jackson, MS
(Insert name and address of Contractor)

, SURETY,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to *(Insert name and address of Obligee)*

City of Jackson, P O Box 17, Jackson, MS

, CONTRACTOR,

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 27, 2020
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Sherrill A. Kelley

, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Bumum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 21st day of November ; A.D. 2019 .

State of Texas
County of Harris

ss:

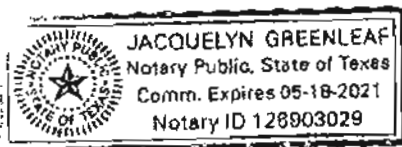


SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., CEO

On this 21st day of November , A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public

My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of July, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-8800 any business day between 8:30 am and 5:00 pm CST.

CHANGE ORDER NUMBER ONE (1) and FINAL

**EASTOVER DRIVE WATER MAIN
REPLACEMENT – PHASE 2**

City Project No. 18B0101-101

DATE July 20, 2020

TITLE Eastover Drive Water Main
Replacement – Phase 2
City Project No. 18B0101-101

OWNER City of Jackson

CONTRACTOR UTILITY CONSTRUCTORS, INC.
P. O. Box 13627
Jackson, MS 39226

ENGINEER Southern Consultants, Inc.
5740 County Cork Road
Jackson, Mississippi 39208

ORIGINAL CONTRACT PRICE \$ 1,134,019.00

TOTAL DEDUCT CHANGE ORDER NO. 1 \$ 83,215.80

**FINAL CONTRACT PRICE INCLUDING
CHANGE ORDER NUMBER 1** **\$ 1,070,803.20**


CONTRACT TIME No Change

DESCRIPTION OF CHANGES See Page 2


JUSTIFICATION See Page 3

APPROVALS

Accepted By
APAC-Mississippi, INC.



Terry N. Lovelace, President



James S. Stewart, P.E., Vice President

Recommended By
SOUTHERN CONSULTANTS, INC.

Recommended for Approval
CITY OF JACKSON

Charles Williams, Jr., PhD, P.E., Eng. Div., DPW

Approved
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

Acceptance of final payment by Contractor constitutes a complete and general release of the City from

CHANGE ORDER NO. ONE (1) and FINAL July 20, 2020
Eastover Drive Water Main Replacement - Phase 2 City Project No. 18B0101-101

DESCRIPTION OF CHANGES						
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ITEM TOTAL	
1	8" DI Water Main, CL350 w/Zinc Coating and V-Bio	22	LF	43.00	946.00	ADD
4	4" DI Water Main, CL350 w/Zinc Coating and V-Bio	10	LF	81.00	(810.00)	DEDUCT
5	M/I Ductile Iron Fittings (CL53)	2544	LB	5.00	12,720.00	ADD
6	8" M/I DI Restraint Devices	23	EA	69.00	(1,687.00)	DEDUCT
7	6" M/I DI Restraint Devices	14	EA	63.00	(742.00)	DEDUCT
8	4" M/I DI Restraint Devices	2	EA	45.00	(90.00)	DEDUCT
9	8" HDPE IPS DR9 Rused Pipe - Directional Drilled	20	LF	66.00	1,320.00	ADD
11	8" Gate Valve (RS) w/Box	2	EA	869.00	(1,738.00)	DEDUCT
13	4" Gate Valve (RS) w/Box	1	EA	538.00	(538.00)	DEDUCT
14	2" Air Release Valve Assembly Complete w/Vault	1	EA	1,210.00	(1,210.00)	DEDUCT
15	Sample Tap Complete	1	EA	806.00	(806.00)	DEDUCT
16	Fire Hydrant (4" Bury)	1	EA	1,860.00	(1,860.00)	DEDUCT
17	Fire Hydrant Extensions	3	VUF	660.00	(1,980.00)	DEDUCT
18	8" Anchor Couplings	2	EA	275.00	660.00	ADD
22	12" Insert-a-Valve Complete	1	EA	17,876.00	(17,876.00)	DEDUCT
23	8" Insert-a-Valve Complete	2	EA	7,425.00	(14,850.00)	DEDUCT
24	6" Insert-a-Valve Complete	3	EA	6,325.00	(18,975.00)	DEDUCT
25	2" Service Assembly Complete	6	EA	1,600.00	9,600.00	ADD
26	1" Service Assembly Complete	64	EA	440.00	28,160.00	ADD
27	3/4 X 5/8 Service Assembly Complete	63	EA	365.00	(24,255.00)	DEDUCT
28	1" Type "K" Copper Service Pipe	210'	LF	15.00	31,605.00	ADD
29	3/4" Type "K" Copper Service Pipe	178'	LF	15.00	(26,805.00)	DEDUCT
30	Tie-In to Existing Meters (All Sizes)	8	EA	55.00	440.00	ADD
31	Tie-In to Existing Water Lines	1	EA	1,860.00	1,860.00	ADD
35	Undercut Excavation (F.M.)	100	CY	11.00	(1,100.00)	DEDUCT
36	Select Bedding for Undercuts (F.M.)	100	CY	28.00	(2,800.00)	DEDUCT
37	Miscellaneous Washed Gravel (F.M.)	20	CY	39.00	(780.00)	DEDUCT
40	6" Asphalt Base Repair - 19mm, MT or BB-1, Type 6	39	TN	75.00	(2,925.00)	DEDUCT
41	2" Asphalt Surface Repair (Greenbrier Dr)	260	TN	82.00	(20,920.00)	DEDUCT
42	Concrete Driveway Repair	42	SY	89.00	3,468.00	ADD
43	Concrete Sidewalk Repair	10	SY	83.00	(830.00)	DEDUCT
44	Concrete Curb and Gutter (All Types)	10	LF	81.00	(810.00)	DEDUCT
46	Schl Sod (All Types)	150	SY	8.00	(1,200.00)	DEDUCT
47	Vehicle Loop Assemblies	224	LF	17.00	(3,808.00)	DEDUCT
50	2" Asphalt Overlay, 12.5 MF or SC-1, Type B	88.92	TN	110.00	9,681.20	ADD
51	2" Water Valve Increaser Rings	4	EA	165.00	660.00	ADD
52	2" Manhole Increaser Rings	3	EA	330.00	(990.00)	DEDUCT
53	Contingency Allowance	1	LS	60,000.00	(60,000.00)	DEDUCT
SUBTOTAL - ORIGINAL CONTRACT					(88,255.80)	DEDUCT
NEW ITEMS						
54	Manhole Adjusted to Grade	6	EA	1,200.00	6,000.00	ADD
55	Pavement Striping	1	LS	9,500.00	9,500.00	ADD
56	8" Anchor Couplings	28	EA	330.00	9,240.00	ADD
57	2" HDPE Boxes	1	LS	1,150.00	1,150.00	ADD
58	Dress-up Along New Pavement Edge (Material and Labor)	1	LS	5,600.00	5,600.00	ADD
59	Sewer Service Repair (2020 Eastover Dr)	1.0	LS	3,850.00	3,850.00	ADD
SUBTOTAL - NEW ITEMS					35,040.00	ADD
TOTAL DEDUCT					(63,215.80)	DEDUCT

JUSTIFICATION

1. This change order rectifies final "as-built" quantities for the project.
2. Item 54 was added to adjust old manholes to grade, including new casting.
3. Item 55 was added for striping of Eastover Drive after the overlay was placed.
4. Item 56 was added to utilize at tee connections in lieu of mega-lugs.
5. Item 57 was added to connect the Eastover HOA irrigation from the south side of Eastover Drive to the north side. There was no evidence that UCI damaged the existing line.
6. Item 58 was added for placement of fill material along the edge of the new overlay where there was a drop of 2-4 inches.
7. Item 59 was added at the direction of Bill Miley to repair a sewer service at 2110 Eastover Drive. City crews had damaged the sewer service during a repair of the old 8" water line prior to the new line being operational.

OFFICE OF THE CITY ATTORNEY
8-10-20
Lcd
8/10/20

ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WOODROW WILSON AVENUE/PROSPERITY STREET SEWER EMERGENCY REPAIRS (WARD 3)

WHEREAS, a portion of a sewer main collapsed at the intersection of Woodrow Wilson Avenue and Prosperity Street; and

WHEREAS, the collapse resulted in the discharge of raw sewage into nearby Town Creek Tributary No. 4 creating an environmental, human health, and public safety issue for those living downstream on Town Creek Tributary No. 4; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed \$102,424.80 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed \$102,424.80 without further authorization of the governing authorities for repairs to a collapsed sewer main on Woodrow Wilson Avenue/Prosperity Street is ratified.

Agenda Item #62
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WOODROW WILSON AVENUE/PROSPERITY STREET SEWER EMERGENCY REPAIRS (WARD 3)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7
3.	Who will be affected	Residents on Woodrow Wilson Avenue/Prosperity Street
4.	Benefits	Sewer Infrastructure
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 3.
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.
8.	COST	Cost: \$102,424.80
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Woodrow Wilson Avenue/Prosperity Street Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$102,424.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc, for the Woodrow Wilson Avenue/Prosperity Street Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


Office of the City Attorney

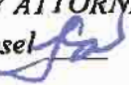
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/10/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION, INC. FOR THE WOODROW WILSON AVENUE/PROSPERITY STREET EMERGENCY SEWER REPAIRS (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/10/20
DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

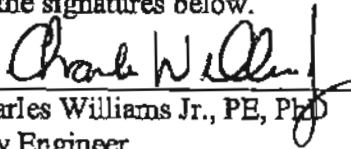
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

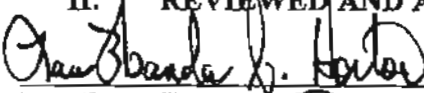


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/7/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA *tel*
Mayor

7/13/2020
DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 10, 2020

Richard Rula, President
Hemphill Construction Company, Inc.
P.O. Drawer 879
1858 Highway 49 South
Florence, Mississippi 39073-0879

NOTICE TO PROCEED

Woodrow Wilson Avenue/Prosperity Street Sewer Emergency, HINDS COUNTY

Dear Mr. Rula:

The City of Jackson hereby orders Hemphill Construction Company, Inc. to start work on the Woodrow Wilson Avenue/Prosperity Street Sewer Emergency commencing August 24, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. I have attached an executed emergency contract and this notice to proceed to start work. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Charles Williams Jr.", written over the typed name.

Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY WOODROW WILSON
AVENUE/PROSPERITY STREET

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Woodrow Wilson Avenue/Prosperity Street;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Woodrow Wilson Avenue/Prosperity Street. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$102,424.80 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

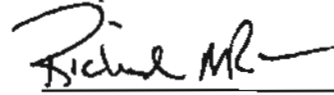
6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$102,424.00.
7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.
8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.
9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 30 day August, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Hemphill Construction Company, Inc.

 Date August 3, 2020
Chokwe Antar Lumumba, Mayor

 Date August 3, 2020



Surety
 202B Halls Mill Road, PO Box 1650
 Whitehouse Station, NJ 08889-1650

O + 908.903.3485
 F + 908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40434859

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
 Hemphill Construction Company, Inc.
 P O Drawer 879
 Florence MS 39073-0879

SURETY (Name and Principal Place of Business):
 Federal Insurance Company
 P O Box 1650
 Whitehouse Station NJ 08889-1650

OWNER (Name and Address):
 City of Jackson
 P O Box 17
 Jackson MS 39205

CONSTRUCTION CONTRACT

Date: August 3, 2020
 Amount: \$102,424.00
 Description (Name and Location): Sewer Repair Emergency Woodrow Wilson Avenue/Prosperity Street

BOND

Date (Not earlier than Construction Contract Date): August 3, 2020
 Amount: \$102,424.00
 Modifications to this Bond:

None See Page 4

CONTRACTORS AS PRINCIPAL

Company: Richard M. Rula (Corporate Seal)
 Hemphill Construction Company, Inc.

Signature: Richard M. Rula
 Name and Title: Richard A. Rula, President

SURETY
 Company: (Corporate Seal)
 Federal Insurance Company

Signature: Mary Anne Goodin
 Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:
 Andrews-Johnston Agency Inc
 2640 S Frontage Road Vicksburg MS 39180
 601-638-6202

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

"...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

"If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

"When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

"Claim notices for FEDERAL INSURANCE COMPANY, VIGLANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Federal Insurance Company

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals in and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was therein subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 23 10888
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

3rd day of August, 2020
Dawn M. Chioros



Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40434859

Amount \$ 102,424.00

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205

(hereinafter called the Obligee),

in the sum of One Hundred Two Thousand Four Hundred Twenty-Four Dollars (\$ 102,424.00), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3d of August, 2020 day of August, 2020

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated August 3, 2020 for

Sewer Repair Emergency Woodrow Wilson Avenue/Prosperity Street

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Hemphill Construction Company, Inc.

By: Richard A. Rula Principal
Richard A. Rula, President

By: Mary Anne Godin
Mary Anne Godin, Attorney in Fact

Chubb. Insured.™

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Wickburg, Mississippi...

such as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in dependent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318855
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, in the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

3rd of August of 2020
Dawn M. Chloros



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone: (908) 903-3490 Fax: (908) 903-3656 e-mail: surety@chubb.com



Surety
2028 Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. K40154929

Amount \$ Five Percent of Bid Amount

Know All Men By These Presents,

That we, **Hemphill Construction Company, Inc.**

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson, MS

(hereinafter called the Obligee),

in the sum of **Five Percent of Bid Amount**

Dollars

(\$ **5% of Bid Amount**), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly ad severally, firmly by these presents.

Sealed with our seals and dated this **21** day of **July, 2020**

WHEREAS, the Principal has submitted a bid, dated **July 21, 2020**
for **Woodrow Wilson Avenue and Property Road Emergency Sewer Repair**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that it the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the penal sum hereof, then this obligation shall be null and void, otherwise, to remain in full force and effect.

Hemphill Construction Company, Inc.

Principal

By *Richard A. Rula*

Richard A. Rula, President

Federal Insurance Company

By *Mary Anne Goodin*

Mary Anne Goodin, Attorney in Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodlin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

92

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 23 16885
Commission Expires July 30, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
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- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by duplicate on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **July 21, 2020**



Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (506) 903-3493 Fax (903) 903-3656 e-mail: surety@chubb.com

State of Mississippi

BOARD OF CONTRACTORS

HEMPHILL CONSTRUCTION COMPANY, INC.

P. O. DRAWER 879

FLORENCE, MS. 39073

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set upon board and caused the Seal of the Mississippi Board of Contractors to be affixed this 31st day of Apr., 2020



CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires April 3, 2021

Paul A. Canell

CHAIRMAN OF THE BOARD

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

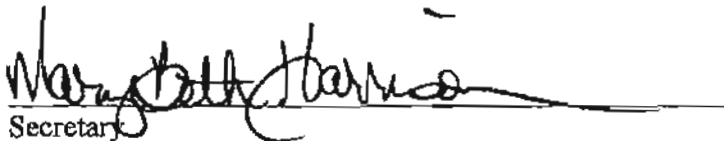
A meeting of the Board of Directors of Hemphill Construction Company, Inc. a corporation organized under the laws of the State of Mississippi and domiciled Rankin County was held this 21st day of July, 2020 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Jackson, MS.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 21st day of July, 2020 as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This 21st day of July, 2020.


Secretary

The difficult we do immediately, the impossible takes a little longer!

Woodrow Wilson Ave and Prosperity Road Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	21,875.00	21,875.00
2	Maintenance of Traffic	1	LS	6,000.00	6,000.00
3	TV 6" to 8" Diameter Sewer Main (Post Video)	124	LF	6.40	793.60
4	TV & Normal Clean 6" to 8" Diameter Sewer Main (After Repair - Downstream Line)	800	LF	2.70	2,160.00
5	TV & Heavy Cleaning 6" to 8" Diameter Sewer Main (After Repair - Downstream Line)	200	LF	10.60	2,120.00
6	Curb-in-Place 6" to 8" Diameter Sewer Main (Includes Pre-Cast TV)	124	LF	15.00	1,860.00
7	Perform 6" to 8" Sanitary Sewer Point Repair: 12" x 10' Dia: 0-10'	1	EA	15,950.00	15,950.00
8	Perform 6" to 8" Sanitary Sewer Point Repair: 12" x 10' Dia: Greater than 10'	10	LF	40.00	400.00
9	Import Gravel (LVM)	3	TON	28.00	84.00
10	Import Excavation (PSH)	68	CY	24.70	1,680.80
11	Select Backfill Material (LVM)	63	CY	30.00	1,890.00
12	Pavement Removal (All Depths)	12	BY	24.25	291.00
13	Pavement Reinstall (All Depths)	48	LF	11.00	528.00
14	8-10 Crushed Limestone Subgrade (8" Thickness)	6	TON	60.00	360.00
15	Asphalt Base Course Paving (88-110" Thickness)	2	TON	59.00	118.00
16	Asphalt Surface Course Paving (80-110" Thickness)	2	TON	37.50	75.00
17	Sewer Bypass Pumping	8	CD	1,875.00	15,000.00
18	Contingency Allowance	1	LS	18,000.00	18,000.00

TOTAL AMOUNT **\$ 102,404.80**

Approximate Location: 2401 Prosperity Street

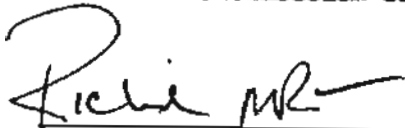
*Bid is due Tuesday, July 21 by 3 pm

**Please submit ESO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by September 2020

HEMPHILL CONSTRUCTION COMPANY, INC.

ver20200716



Richard A. Rula, President

July 21, 2020

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba, Mayor

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN**

**Department of Planning and Development
Division of Equal Business Opportunity**

**200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS**

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.83

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women

business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.

- (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (l) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and

- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 – 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. **Company Name:** Hemphill Construction Company, Inc.

Address: P.O. Drawer 879

City: Florence **State:** MS **ZIP Code:** 39073

Telephone: (601) 932-2060

E-mail: mja@hemphillconstruction.com
Woodrow Wilson Avenue and Property Road

II. **Bid Name and Number:** Emergency Sewer Repair

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** (SEE ATTACHMENTS)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. **Total Bid Amount:** \$ 102,424.⁸⁰

V. **WAIVER REQUESTED ...** *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required ***WAIVER STATEMENT***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offerer shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	NA	NA	NA	NA	NA
Construction	0.00%	12.59%	-0-	0.00%	5.08%
Goods & Non-Professional Services	NA	NA	NA	NA	NA

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Richard A. Rula, President
Authorized Signature and Title

7/21/2020
Date

PRINT "AUTHORIZED" NAME HERE: Richard A. Rula

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: The Owl Group, LLC Type Trade/Business: Hauling
 Address: 624 N. Mill Street
 City, State, ZIP: Jackson, MS 39202
 Contact Person: Ken Reak
 Telephone Number: 769-231-9833

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Hauling
 Scope of Work to be Performed: Furnish hauling and materials
 Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ 12,900.00
 Percentage of MBE and/or FBE Participation: 12.59 %

Company Name: Franklin Paving Type Trade/Business: Pavement Maintenance
 Address: 5247 Greenway Drive, Suite B
 City, State, ZIP: Jackson, MS 39204
 Contact Person: Charlie Franklin
 Telephone Number: 601-922-9903

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Traffic Maintenance
 Scope of Work to be Performed: Furnish maintenance of traffic
 Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ 5,200.00
 Percentage of MBE and/or FBE Participation: 5.08 %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

July 21, 2020

City of Jackson, MS
P. O. Box 17
Jackson, MS 39205-0017

Attn: EBO Officer

RE: City of Jackson, MS
Woodrow Wilson Avenue and Property Road
Emergency Sewer Repair

Dear Sir or Madam:

HBE's Certified by the City of Jackson:

<u>Company</u>	<u>Type of Services</u>
3-J Dirtwork	Site preparation, clearing and grubbing, excavation, sewer & water, utility and demolition
Go Potty, LLC	Sanitary facilities

There is no work that falls into the services provided by the other firms on the above project. Therefore, we are requesting a waiver for the required HBE Participation.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

The difficult we do immediately, the impossible takes a little longer!

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE PURPLE CREEK
(WESTBROOK ROAD) SEWER EMERGENCY REPAIRS (WARD 1)**

OFFICE OF THE CITY ATTORNEY
18
8-18-20

WHEREAS, a portion of a sewer main collapsed across Purple Creek on Westbrook Road; and

WHEREAS, the collapse resulted in the discharge of raw sewage into Purple Creek creating an environmental, human health, and public safety issue for those living on downstream on Purple Creek (Westbrook Road); and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed \$289,582.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed \$289,582.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Purple Creek (Westbrook Road) is ratified.

Agenda Item #63
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PURPLE CREEK (WESTBROOK ROAD) SEWER EMERGENCY REPAIRS (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents on Purple Creek near Westbrook Road																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Cost: \$289,582.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Purple Creek (Westbrook Road) Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, August 4, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: \$289,582.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc, for the Purple Creek (Westbrook Road) Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/10/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION, INC. FOR THE PURPLE CREEK (WESTBROOK ROAD) EMERGENCY SEWER REPAIRS (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*



DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 10, 2020

Richard Rula, President
Hemphill Construction Company, Inc.
P.O. Drawer 879
1858 Highway 49 South
Florence, Mississippi 39073-0879

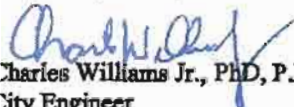
NOTICE TO PROCEED

Purple Creek (Westbrook Road) Sewer Emergency, HINDS COUNTY.

Dear Mr. Rula:

The City of Jackson hereby orders Hemphill Construction Company, Inc, to start work on the Purple Creek (Westbrook Road) Sewer Emergency commencing August 17, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. I have attached an executed emergency contract and this notice to proceed to start work. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,


Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer *CW 6/26/20*
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

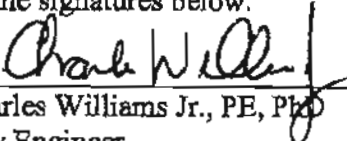
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

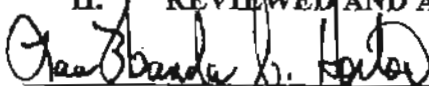


Charles Williams Jr., PE, PhD
City Engineer

6/26/20

DATE

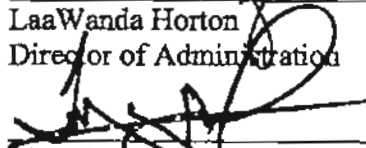
II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA *td*
Mayor

7/13/2020
DATE

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY PURPLE CREEK (WESTBROOK ROAD)

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Purple Creek (Westbrook Road); and

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Purple Creek (Westbrook Road). *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$289,582.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

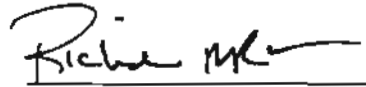
6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$289,582.00.
7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.
8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.
9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 30 day August, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Hemphill Construction Company, Inc.

 Date August 30 2020
Chokwe Antar Lumumba, Mayor

 Date August 30 2020



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40434896

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Hemphill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

SURETY (Name and Principal Place of Business):

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

OWNER (Name and Address):

City of Jackson
P O Box 17
Jackson MS 39205

CONSTRUCTION CONTRACT

Date: August 3, 2020
Amount: \$289,582.00

Description (Name and Location): Sewer Repair Emergency Purple Creek (Westbrook Road)

BOND

Date (Not earlier than Construction Contract Date): August 3, 2020
Amount: \$289,582.00

Modifications to this Bond:

None

See Page 4

CONTRACTORS AS PRINCIPAL

Company: _____ (Corporate Seal)
Hemphill Construction Company, Inc.

Signature: Richard A. Rula
Name and Title: Richard A. Rula, President

SURETY
Company: _____ (Corporate Seal)
Federal Insurance Company

Signature: Mary Anne Goodin
Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:
Andrews-Johnston Agency Inc
2640 S Frontage Road Vicksburg MS 39180
601-638-6202

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor;
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

"...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

"If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

"When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

"Claim notices for FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Federal Insurance Company

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319965
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

3d of August, 2019
Dawn M. Chloros



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (906) 903-3493 Fax (906) 903-3656 e-mail: surety@chubb.com



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance Bond

Bond No. K40434896

Amount \$ 289,582.00

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205

(hereinafter called the Obligee),

in the sum of Two Hundred Eighty-Nine Thousand Five Hundred Eighty-Two Dollars (\$ 289,582.00), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

3d

day of

August, 2020

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated August 3, 2020 for

August 3, 2020

Sewer Repair Emergency Purple Creek (Westbrook Road)

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Hemphill Construction Company, Inc.

By: Richard A. Rula Principal
Richard A. Rula, President

Federal Insurance Company
By: Mary Anne Goodin
Mary Anne Goodin, Attorney in Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2020.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2020, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by her authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. AEFLAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2818888
Commission Expires July 18, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



30th of August, 2020
Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. K40154942

Amount \$ Five Percent of Bid Amount

Know All Men By These Presents,

That we, Hemphill Construction Company, Inc.

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson, MS

(hereinafter called the Obligee),

in the sum of Five Percent of Bid Amount

Dollars

(\$ 5% of Bid Amount), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly ad severally, firmly by these presents.

Sealed with our seals and dated this 21 day of July, 2020

WHEREAS, the Principal has submitted a bid, dated July 21, 2020
for

Purple Creek (Westbrook Road) Emergency Sewer Repair

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the penal sum hereof, then this obligation shall be null and void, otherwise, to remain in full force and effect.

Hemphill Construction Company, Inc.
Principal

By Richard A. Rula
Richard A. Rula, President

Federal Insurance Company

By Mary Anne Goodin
Mary Anne Goodin, Attorney in Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chikros

Dawn M. Chikros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

88

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chikros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chikros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chikros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 21, 2020



Dawn M. Chikros

Dawn M. Chikros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (906) 903-3493 Fax (906) 903-3856 e-mail: surety@chubb.com

State of Mississippi

BOARD OF CONTRACTORS

HEMPHILL CONSTRUCTION COMPANY, INC.

P. O. DRAWER 879

FLORENCE, MS 39073

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have examined the accounts and cannot the Seal of the Mississippi Board of Contractors to be affixed this 2 day of Apr., 2021



CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires April 3, 2021

Paul A. Canell

CHAIRMAN OF THE BOARD

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

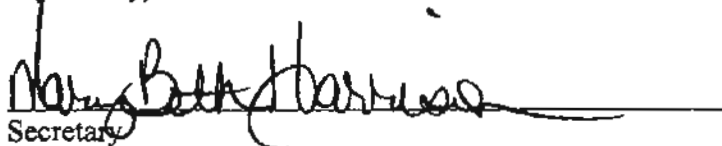
A meeting of the Board of Directors of Hemphill Construction Company, Inc. a corporation organized under the laws of the State of Mississippi and domiciled Rankin County was held this 21st day of July, 2020 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Jackson, MS.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 21st day of July, 2020 as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This 21st day of July, 2020.


Secretary

The difficult we do immediately, the impossible takes a little longer!

Purple Creek (Westbrook Road) Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	49,000.00	49,000.00
2	Clearing and Grubbing	1	LS	8,000.00	8,000.00
3	Silt Fence (if Necessary)	1200	LF	2.25	2,700.00
4	Excess Excavation (FM)	1934	CY	17.00	22,678.00
5	Pavement Removal (All Depths)	487	SY	10.00	4,870.00
6	Pavement Sawcutting (All Depths)	24	LF	7.00	168.00
7	10" SDR-28 PVC (All Depths) (Bedding Included)	500	LF	79.00	39,500.00
8	Select Backfill Material (LVM)	1934	CY	10.00	19,340.00
9	New Manhole 48" (All Depths)	2	EA	7,700.00	15,400.00
10	Coating of Manholes (Epoxy or Polymeric Lining System)	38	VF	4,980.00	17,928.00
11	Manhole (Tie-in) All Depths	2	EA	3,900.00	7,800.00
12	Asphalt Surface Course Paving (SC-1) (2" Thickness)	60	TON	250.00	15,000.00
13	810 Crushed Limestone Subgrade (8" Thickness)	164	TON	82.00	13,448.00
14	Grassing (seeding)	1	LS	4,900.00	4,900.00
15	Sewer Bypass Pumping	15	DAY	1,850.00	27,750.00
16	TV 6" to 8" Diameter Sewer Main (Post Video)	500	LF	5.00	2,500.00
17	TV & Normal Cleaning 10" Diameter Sewer Main (After Repair - Lines Downstream)	600	LF	5.00	3,000.00
18	TV & Heavy Cleaning 10" Diameter Sewer Main (After Repair - Lines Downstream)	200	LF	8.00	1,600.00
19	Flowable Fill (Plug existing 10" Line)	12	CY	350.00	4,200.00
20	Contingency Allowance	1	LS	\$ 30,000.00	\$ 30,000.00

TOTAL AMOUNT \$289,582.00

Approximate Location: 2231 Westbrook Road

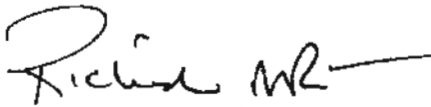
*Bid is due Tuesday, July 21, by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by September 2020

Ver3-20200720

HEMPHILL CONSTRUCTION COMPANY, INC.



Richard A. Rula, President

July 21, 2020

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba, Mayor

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN**

**Department of Planning and Development
Division of Equal Business Opportunity**

**200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed and signed* Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS**

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women

business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.

- (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and

- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 - 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. **Company Name:** Hemphill Construction Company, Inc.

Address: P.O. Drawer 879

City: Florence **State:** MS **ZIP Code:** 39073

Telephone: (601) 932-2060

E-mail: Croberts@hemphillconstruction.com
Purple Creek (Westbrook Road)
Emergency Sewer Repair

II. **Bid Name and Number:** _____

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** (SEE ATTACHMENTS)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. **Total Bid Amount:** \$ 289,582.⁰⁰

V. **WAIVER REQUESTED ...** *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required "WAIVER STATEMENT". The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offerer shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	NA	NA	NA	NA	NA
Construction	0.00%	12.53%	-0-	0.00%	4.94%
Goods & Non-Professional Services	NA	NA	NA	NA	NA

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Richard, President
Authorized Signature and Title

7/21/2020
Date

PRINT "AUTHORIZED" NAME HERE: Richard A. Rula

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: The Owl Group, LLC Type Trade/Business: Construction
 Address: 624 N. Mill Street
 City, State, ZIP: Jackson, MS 39202
 Contact Person: Ken Peak
 Telephone Number: 769-231-9833

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Hauling
 Scope of Work to be Performed: Furnish hauling & fill material
 Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 36,298.⁰⁰
 Percentage of MBE and/or FBE Participation: 12.53 %

Company Name: Franklin Paving, Inc. Type Trade/Business: Pavement Maintenance
 Address: 5247 Greenway Drive, Suite B
 City, State, ZIP: Jackson, MS 39204
 Contact Person: Charlie Franklin
 Telephone Number: 601-922-9903

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Paving
 Scope of Work to be Performed: Furnish asphalt paving and limestone
 Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 14,300.⁰⁰
 Percentage of MBE and/or FBE Participation: 4.94 %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

July 21, 2020

City of Jackson, MS
P. O. Box 17
Jackson, MS 39205-0017

Attn: EBO Officer

RE: City of Jackson, MS
Purple Creek (Westbrook Road)
Emergency Sewer Repair

Dear Sir or Madam:

HBE's Certified by the City of Jackson:

<u>Company</u>	<u>Type of Services</u>
3-J Dirtwork	Site preparation, clearing and grubbing, excavation, sewer & water, utility and demolition
Go Potty, LLC	Sanitary facilities

There is no work that falls into the services provided by the other firms on the above project. Therefore, we are requesting a waiver for the required HBE Participation.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

The difficult we do immediately, the impossible takes a little longer!

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE WHITE OAK CREEK
(ADKINS BOULEVARD) SEWER EMERGENCY REPAIRS (WARD 1)**

OFFICE OF THE CITY CLERK
20-10-30
187-20

WHEREAS, a portion of a sewer main collapsed along White Oak Creek near Adkins Boulevard; and

WHEREAS, the collapse resulted in the discharge of raw sewage into White Oak Creek creating an environmental, human health, and public safety issue for those living downstream on White Oak Creek; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Hemphill Construction Company, Inc. in amount not to exceed \$805,130.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Hemphill Construction Company, Inc. in an amount not to exceed \$805,130.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on White Oak Creek (Adkins Boulevard) is ratified.

Agenda Item #64
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE WHITE OAK CREEK (ADKINS BOULEVARD) SEWER EMERGENCY REPAIRS (WARD 1)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents on White Oak Creek South of Adkins Boulevard																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 1.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Cost: \$805,130.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba



From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: White Oak Creek (Adkins Boulevard) Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$805,130.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Hemphill Construction Company, Inc, for the White Oak Creek (Adkins Boulevard) Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/20/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH HEMPHILL CONSTRUCTION, INC. FOR THE WHITE OAK CREEK (ADKINS BOULEVARD) EMERGENCY SEWER REPAIRS (WARD 1)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

8/20/20

DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer *CW 6/26/20*
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

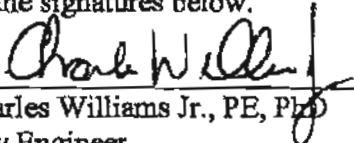
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

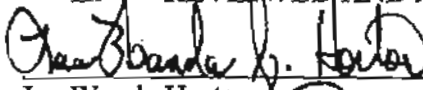


Charles Williams Jr., PE, PhD
City Engineer

6/26/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/7/2020

DATE



Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA *td*
Mayor

7/13/2020
DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 8, 2020

Richard Ruiz, President
Hemphill Construction Company, Inc.
P.O. Drawer 879
1858 Highway 49 South
Florence, Mississippi 39073-0879

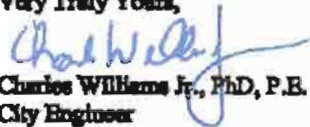
NOTICE TO PROCEED

White Oak Creek (Adkins Boulevard) Sewer Emergency, HINDS COUNTY

Dear Mr. Ruiz:

The City of Jackson hereby orders Hemphill Construction Company, Inc, to start work on the White Oak Creek (Adkins Boulevard) Sewer Emergency commencing August 10, 2020. The City has discovered a collapsed 24" sewer main on the embankment of White Oak Creek. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. I have attached an executed emergency contract and this notice to proceed to start work. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,


Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY WHITE OAK CREEK (ADKINS
BOULEVARD)

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Hemphill Construction Company, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Hemphill Construction Company, Inc., for the sewer main repair referred to as the Sewer Repair Emergency White Oak Creek (Adkins Boulevard); and

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on White Oak Creek (Adkins Boulevard). Contractor's work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. Contractor's duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. Contractor shall complete the work within 60 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 60-calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 60 days. Contractor agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay Contractor the sum of \$805,130.00 upon completion of the work performed pursuant to the written bid received from the Contractor on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by Contractor related to this project on and off the project site.

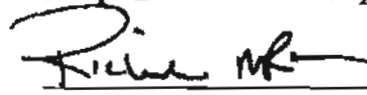
6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$805,130.00.
7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 31 day August, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Hemphill Construction Company, Inc.


 _____ Date August 3, 2020
 Chokwe Antar Lumumba, Mayor


 _____ Date August 3, 2020



Surety
2028 Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Payment Bond

Bond # K40434860

Conforms with the American Institute of Architects AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Henshill Construction Company, Inc.
P O Drawer 879
Florence MS 39073-0879

SURETY (Name and Principal Place of Business):
Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

OWNER (Name and Address):
City of Jackson
P O Box 17
Jackson MS 39205

CONSTRUCTION CONTRACT
Date: August 3, 2020
Amount: \$805,130.00
Description (Name and Location): Sewer Repair Emergency White Oak Creek (Adkins Boulevard)

BOND
Date (Not earlier than Construction Contract Date): August 3, 2020
Amount: \$805,130.00
Modifications to this Bond:

None See Page 4

CONTRACTORS AS PRINCIPAL
Company: _____ (Corporate Seal)
Henshill Construction Company, Inc.

SURETY
Company: _____ (Corporate Seal)
Federal Insurance Company

Signature: Richard A. Eula
Name and Title: Richard A. Eula, President

Signature: Mary Anne Goodin
Name and Title: Mary Anne Goodin, Attorney in Fact

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:
Andrew-Johnson Agency Inc
2640 S Frontage Road Vicksburg MS 39180
601-638-6202

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms exactly to the language used in AIA Document A312 December 1984 edition, Third Printing, March 1987.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraphs 4.1 and 4.2.3 are hereby amended by adding at the end of each paragraph the following:

"...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."

2. Paragraph 5 is hereby replaced with the following:

"If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance."

3. Paragraph 6 is hereby replaced with the following:

"When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such Claimant."

4. Paragraph 12 is hereby amended by adding the following:

"Claim notices for FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and/or PACIFIC INDEMNITY COMPANY must be sent to the following address: Chubb, P.O. Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Federal Insurance Company

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodlin and Susan G. Johnston of Vickiburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf in any state therein or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2020.

Dawn M. Chikara

Dawn M. Chikara, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Gloucester

On this 1st day of August, 2020, before me, a Notary Public of New Jersey, personally came Dawn M. Chikara, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chikara, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seal thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by her authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies, and that the signatures of Stephen M. Haney, subscribed to said Power of Attorney in the captioned handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in his presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2674888
Commission Expires July 26, 2024

Katherine J. Adelaar
Katherine J. Adelaar

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2020:

"RESOLVED, that the following resolutions apply to the execution, for and on behalf of the Company, of bonds, undertakings, acceptances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed vice-president of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, in the extent that such action is authorized by the grant of powers provided for in such person's written appointment to such office in the bylaws.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive enumeration of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chikara, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Executed under my hand and seal of said Companies at Whitehouse Station, NJ, this



31 day of August, 2020
Dawn M. Chikara

Dawn M. Chikara, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone: (800) 208-3483 Fax: (800) 208-3486 e-mail: custserv@chubb.com

CHUBB

Surety
2028 Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3486
F + 908.903.3666

Federal Insurance Company

Performance Bond

Bond No. K40434860

Amount \$ 805,130.00

Know All Men By These Presents,

That we, **Hemphill Construction Company, Inc.**

(hereinafter called the Principal),

as Principal, and **FEDERAL INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson P O Box 17 Jackson MS 39205

(hereinafter called the Oblige),

in the sum of **Eight Hundred Five Thousand One Hundred Thirty** Dollars
(\$ 805,130.00), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

30th

day of August, 2020

WHEREAS, the Principal entered into a certain Contract with the Oblige, dated

August, 3, 2020

for
Sewer Repair Emergency White Oak Creek (Adkins Boulevard)

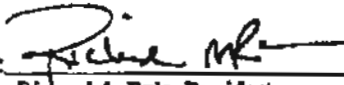
in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified, or shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Hemphill Construction Company, Inc.

By:  _____ Principal
Richard A. Enls, President

Federal Insurance Company
By:  _____
Mary Anne Goodin, Attorney in Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi...

such as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as aforesaid person or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bill books) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2008.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Harvey

Stephen M. Harvey, Vice President



STATE OF NEW JERSEY

County of Hudson

On this 1st day of August, 2008, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies and that she signed said Power of Attorney as Assistant Secretary of said Companies by the authority of the authority of said Companies and that she is acquainted with Stephen M. Harvey, and knows him to be Vice President of said Companies and that the signature of Stephen M. Harvey, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Harvey, and was thereto subscribed by authority of said Companies and in department's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2876888
Commission Expires July 18, 2014

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Board of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2008:

WHEREAS, that the following resolutions relate to the execution, for and on behalf of the Company, of bonds, undertakings, acceptances, contracts and other written commitments of the Company entered into in the ordinary course of business (such as "Written Commitments"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed vice-president of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of power provided for in such person's written appointment as such vice-president.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the secretary-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER WHEREAS, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or used.

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Whitehouse Station, NJ, this

3rd day of August, 2008

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOARD RESOLUTION OR ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (609) 803-3400 Fax (609) 803-3095 e-mail: greece@chubb.com



HEMPCON365

DJACORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrill Insurance, Inc. P. O. Box 1480 Jackson, MS 39216	CONTACT Denise Jacobs PHONE (A/C, No. ext) (601) 880-7448 FAX (A/C, No.) (601) 208-8488 E-MAIL DJacobs@fbblms.com	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURED Hampfil Construction Company, Inc. Drawer #79 Florence, MS 38071	INSURER B: Travelers Property Casualty Company of America	NAIC # 26674
	INSURER C: Aspen American Insurance Co.	NAIC # 43460
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS
A	<input checked="" type="checkbox"/> DOMESTIC GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUB- <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:		GL00181814	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAPO181818	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP18N2864520	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL/INDEPENDENT CONTRACTORS ARE EXCLUDED If yes, describe under DESCRIPTION OF OPERATIONS entry	Y/N Y	NWC0181813	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess		CX00FD220	2/1/2020	2/1/2021	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if space is required)
 Re: H20078, White Oak/Adrian

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rule-President is excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Jackson, MS PO Box 17 Jackson, MS 39206	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Surety
2028 Hall's Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. K40155028

Amount \$ Five Percent of Bid Amount

Know All Men By These Presents,

That we, **Hemphill Construction Company, Inc.**

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Jackson, MS

(hereinafter called the Obligee),

in the sum of **Five Percent of Bid Amount**

Dollars

(\$ **5% of Bid Amount**), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this **23** day of **July, 2020**

WHEREAS, the Principal has submitted a bid, dated **July 23, 2020**

for

White Oak (Adkins Blvd.) Emergency Sewer Repair

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the penal sum hereof, then this obligation shall be null and void, otherwise, to remain in full force and effect.

Hemphill Construction Company, Inc.
Principal

By *Richard A. Rula*
Richard A. Rula, President

Federal Insurance Company

By *Mary Anne Goodin*
Mary Anne Goodin, Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Arne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2296889
Commission Expires July 18, 2024

Signature of Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 23, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903-3488 Fax (908) 903-3556 e-mail: surety@chubb.com

State of Mississippi

BOARD OF CONTRACTORS

HEMPHILL CONSTRUCTION COMPANY, INC.

P. O. DRAWING 879

FLORENCE, MS 39073

ACTIVE

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

This certificate was prepared and received the Seal of the Mississippi Board of Contractors on the 15th day of April, 2020



CERTIFICATE OF RESPONSIBILITY

No. 02449-MC

Expires April 2021

Paul A. Carroll

CHAIRMAN OF THE BOARD



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

RESOLUTION

A meeting of the Board of Directors of Hemphill Construction Company, Inc. a corporation organized under the laws of the State of Mississippi and domiciled Rankin County was held this 23rd day of July, 2020 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard A. Rula is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Jackson, MS.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified.

I, Mary Beth Harrison, hereby certify that I am the Secretary of Hemphill Construction Company, Inc. a corporation created under the laws of the State of Mississippi domiciled in Rankin; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 23rd day of July, 2020 as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This 23rd day of July, 2020.


Secretary

White Oak (Adkins Blvd) Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	82,700. ⁰⁰	82,700. ⁰⁰
2	Clearing and Grubbing	1	LS	29,000. ⁰⁰	29,000. ⁰⁰
3	Fence Removal and Replacement	400	LF	12. ⁰⁰	4,800. ⁰⁰
4	Manhole 80" All Depths	1	EA	19,200. ⁰⁰	19,200. ⁰⁰
5	Coatings of Manholes (Epoxy or Polymeric Lining System)	14	VF	600. ⁰⁰	8,400. ⁰⁰
6	Manhole (Tie-In) All Depths	1	EA	9,500. ⁰⁰	9,500. ⁰⁰
7	Wash Gravel for Undercut	350	TON	35. ⁰⁰	12,250. ⁰⁰
8	Undercutting	200	CY	15. ⁰⁰	3,000. ⁰⁰
9	6" SDR-26 PVC (All Depths) (Bedding Included)	100	LF	20. ⁰⁰	2,000. ⁰⁰
10	Sewer Tap Connection	5	EA	500. ⁰⁰	2,500. ⁰⁰
11	36" C905 PVC (All Depths) (Bedding Included)	400	LF	310. ⁰⁰	124,000. ⁰⁰
12	Select Backfill Slide (LVM)	2200	CY	25. ⁰⁰	55,000. ⁰⁰
13	300# Rip Rap with Filter Fabric	1750	TON	85. ⁰⁰	148,750. ⁰⁰
14	Select Material Trench (LVM)	1100	CY	15. ⁰⁰	16,500. ⁰⁰
15	Silt Fence	500	LF	4. ⁰⁰	2,000. ⁰⁰
16	Grassing	1	LS	13,530. ⁰⁰	13,530. ⁰⁰
17	Sewer By-Pass Pumping	25	DAY	3,900. ⁰⁰	97,500. ⁰⁰
18	Access Road (Temporary)	1	LS	41,000. ⁰⁰	41,000. ⁰⁰
19	Creek Crossing	1	LS	4,000. ⁰⁰	4,000. ⁰⁰
20	Removal of Obstruction (Old Pipe)	1	LS	9,500. ⁰⁰	9,500. ⁰⁰
21	Survey	1	LS	3,500. ⁰⁰	3,500. ⁰⁰
22	TV 38" Diameter Sewer Main (Post Video)	400	LF	16. ⁰⁰	6,400. ⁰⁰
23	TV & Normal Cleaning 24" Diameter Sewer Main (After Repair-Downstream Line)	400	LF	9. ⁰⁰	3,600. ⁰⁰
24	TV & Heavy Cleaning 24" Diameter Sewer Main (After Repair-Downstream Line)	400	LF	14. ⁰⁰	5,600. ⁰⁰
25	Maintenance of Traffic	1	LS	900. ⁰⁰	900. ⁰⁰
26	Contingency Allowance	1	LS	\$ 100,000. ⁰⁰	100,000. ⁰⁰

TOTAL AMOUNT

\$ 805,130.⁰⁰

Only One Side of the Creek will be Rip Rap

Approximate Location: 819 Fairfax Road

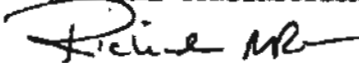
*Bid is due Thursday, July 23 by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by October 2020

Version1_20200721

HEMPHILL CONSTRUCTION COMPANY, INC.



Richard A. Rula, President

July 23, 2020

CITY OF JACKSON, MISSISSIPPI

Chokwe Antar Lumumba, Mayor

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN**

**Department of Planning and Development
Division of Equal Business Opportunity**

**200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed and signed* Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

**EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS**

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See *Subcontractor/Supplier Participation guidelines below.*)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;
 - (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women

business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.

- (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;
 - (e) The method of and responsibility for accounting;
 - (f) The methods by which disputes are resolved; and

- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 - 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. Company Name: Hemphill Construction Company, Inc.

Address: P.O. Drawer 879

City: Florence State: MS ZIP Code: 39073

Telephone: (601) 932-2060

E-mail: Croberts@hemphillconstruction.com

II. Bid Name and Number: White Oak (Adkins Blvd.)
Emergency Sewer Repair

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. Total Bid Amount: \$ 805,130.⁰⁰

V. WAIVER REQUESTED ... (If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required ***WAIVER STATEMENT***. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)

*** The bidder/offerer shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	NA	NA	NA	NA	NA
Construction	0.00%	12.53%	-0-	0.00%	4.94%
Goods & Non-Professional Services	NA	NA	NA	NA	NA

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

 _____, President
Authorized Signature and Title

2/23/2020
Date

PRINT "AUTHORIZED" NAME HERE: Richard A. Rula

**EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms**

Company Name: The Owl Group, LLC Type Trade/Business: Hauling
 Address: 624 N. Mill Street
 City, State, ZIP: Jackson, MS 39202
 Contact Person: Ken Peak
 Telephone Number: 769-231-9833

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Hauling
 Scope of Work to be Performed: Furnish hauling and rip rap
 Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 100,900.00
 Percentage of MBE and/or FBE Participation: 12.53 %

Company Name: ACC Holdings, Inc Type Trade/Business: Construction
 Address: 316 Dick Welch Road
 City, State, ZIP: Magee, MS 39111
 Contact Person: Sturgis Cockrell
 Telephone Number: 601-946-1045

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Clearing and Grubbing
 Scope of Work to be Performed: Clear + grub, mobilize equipment, furnish gravel
 Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 39,800.00
 Percentage of MBE and/or FBE Participation: 4.94 %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

Company Name: _____ Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- _____ Female (FBE)
- _____ African-American (AABE)
- _____ Asian (ABE)
- _____ Hispanic (HBE)
- _____ Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

_____ Subcontractor _____ Supplier
_____ Joint Venture _____ Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2650

Municipal & Public Works Construction

Heavy & Highway Construction

July 23, 2020

City of Jackson, MS
P. O. Box 17
Jackson, MS 39205-0017

Attn: EBO Officer

RE: City of Jackson, MS
White Oak (Adkins Blvd.)
Emergency Sewer Repair

Dear Sir or Madam:

HBE's Certified by the City of Jackson:

<u>Company</u>	<u>Type of Services</u>
3-J Dirtwork	Site preparation, clearing and grubbing, excavation, sewer & water, utility and demolition
Go Potty, LLC	Sanitary facilities

There is no work that falls into the services provided by the other firms on the above project. Therefore, we are requesting a waiver for the required HBE Participation.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

The difficult we do immediately, the impossible takes a little longer!

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA
CONSTRUCTORS, INC. FOR THE EDGEWOOD STREET, EUCLID
AVENUE AND ARLINGTON STREET SEWER EMERGENCY REPAIRS
(WARD 7)**

OFFICE OF THE CITY ATTORNEY
8-10-20
2020

WHEREAS, a portion of a sewer main collapsed on Edgewood Street, Euclid Avenue and Arlington Street; and

WHEREAS, the collapse resulted in the discharge of raw sewage into nearby streams and creeks creating an environmental, human health, and public safety issue for those living near Edgewood Street, Euclid Avenue and Arlington Street; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc. in amount not to exceed \$516,778.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

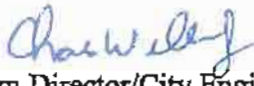
IT IS, THEREFORE, ORDERED that the emergency contract with Delta Constructors, Inc. in an amount not to exceed \$516,778.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Edgewood Street, Euclid Avenue, and Arlington Street is ratified.

Agenda Item #65
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S																																								
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE EDGEWOOD STREET, EUCLID AVENUE AND ARLINGTON STREET SEWER EMERGENCY REPAIRS (WARD 7)																																								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																								
3.	Who will be affected	Residents on Edgewood Street, Euclid Avenue, and Arlington Street																																								
4.	Benefits	Sewer Infrastructure																																								
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 7.																																								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																								
8.	COST	Cost: \$516,778.00																																								
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00																																								
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE _____ %	WAIVER	yes	___	no	___	N/A	___	AABE _____ %	WAIVER	yes	___	no	___	N/A	___	WBE _____ %	WAIVER	yes	___	no	___	N/A	___	HBE _____ %	WAIVER	yes	___	no	___	N/A	___	NABE _____ %	WAIVER	yes	___	no	___	N/A	___
ABE _____ %	WAIVER	yes	___	no	___	N/A	___																																			
AABE _____ %	WAIVER	yes	___	no	___	N/A	___																																			
WBE _____ %	WAIVER	yes	___	no	___	N/A	___																																			
HBE _____ %	WAIVER	yes	___	no	___	N/A	___																																			
NABE _____ %	WAIVER	yes	___	no	___	N/A	___																																			

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba 
From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer

Agenda Item: Edgewood Street, Euclid Avenue and Arlington Street Sewer
Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$516,778.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Delta Constructors, Inc, for the Edgewood Street, Euclid Avenue, and Arlington Street Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
Key
JMW
8/10/21
10-20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE EDGEWOOD STREET, EUCLID AVENUE AND ARLINGTON STREET EMERGENCY SEWER REPAIRS (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 

8/10/21

DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

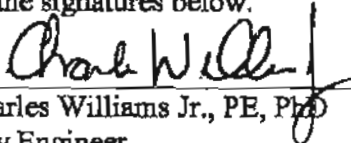
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

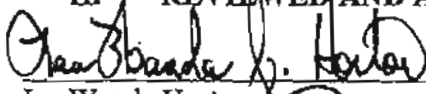


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 10, 2020

Joe Campbell, President
Delta Constructors, Inc.
P.O. Box 9545
Jackson, Mississippi 39286-9545

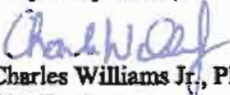
NOTICE TO PROCEED

Edgewood Street, Euclid Avenue, and Arlington Street Sewer Emergency, HINDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Delta Constructors, Inc, to start work on the Edgewood Street, Euclid Avenue, and Arlington Street Sewer Emergency commencing August 17, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,


Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY EDGEWOOD STREET, EUCLID AVENUE, AND ARLINGTON STREET

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Edgewood Street, Euclid Avenue, and Arlington Street;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:


1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Edgewood Street, Euclid Avenue, and Arlington Street. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 60 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 60-calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 60 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$516,778.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 23, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.


6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$516,778.00.
7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 29th day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Delta Constructors, Inc.


Date: July 29, 2020
Chokwe Antar Lumumba, Mayor


Date: July 29, 2020
Joe H. Campbell, President



DELTCON-02

CCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Cindy Cole, APA, CPIW, CISR		
	PHONE (A/C, No, Ext): (601) 960-8234	FAX (A/C, No): (601) 208-3005	
E-MAIL ADDRESS: ccole@fbins.com			
INSURED Delta Constructors, Inc. PO Box 9545 Jackson, MS 39286	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Brierfield Insurance Company		10993
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Luba Casualty Insurance Company		12472
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR	WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:				CPP100035154-02	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				CA100009516-04	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				ZUP41M8833920	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	028000021610120	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater				CPP100035154-02	1/1/2020	1/1/2021	\$2,500 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Sewer Repair Edgewood St Euclid Ave & Arlington St
Certificate holder is named as an additional Insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability, Auto and Workers Compensation policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER City of Jackson P. O. Box 17 Jackson, MS 39202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

CONSTRUCTION CONTRACT

Date: *July 29, 2020*
Amount: \$516,778.00

Description: Sewer Repair Emergency Edgewood Street, Euclid Avenue, and Arlington Street
(Name and location)

BOND
Date: *July 29, 2020*
(Not earlier than Construction Contract Date)

Amount: \$516,778.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: *[Signature]*
Name and Title: Joe H. Campbell, President

Signature: *[Signature]*
Name and Title: William D. Horne III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)
(FOR INFORMATION ONLY --- Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Home, III; William D. Home, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Reafrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9546
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date:

July 29, 2020

Amount:

\$516,778.00

Description: Sewer Repair Emergency Edgewood Street, Euclid Avenue, and Arlington Street

(Name and location)

BOND

Date:

July 29, 2020

(Not earlier than Construction Contract Date)

Amount:

\$516,778.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

[Signature]

Name

and Title:

Joe H. Campbell, President

Signature:

[Signature]

Name

and Title:

William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics' lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8201585-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal:
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

PHOTOCOPY

BID BOND

The Ohlo Casualty Insurance Company

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

SURETY:

(Name, legal status and principal place of business)

The Ohlo Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Edgewood St. from Euclid Ave to Arlington Ave Emergency Sewer Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2020

Virginia Colone
(Witness)

Greg Howell
(Witness)

Delta Constructors, Inc.
[Signature] (Seal)
(Principal)

Joe Campbell, President
(Title)

The Ohio Casualty Insurance Company
[Signature] (Seal)
(Surety) William D. Horne, III

Attorney-in-fact & Mississippi Resident Agent
(Title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Home, III; William D. Home, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Redfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA as
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Edgewood St from Euclid Ave to Arlington Ave Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	76,000.00	76,000.00
2	Pavement Sawcutting (All Depths)	1617	LF	9.00	13053.00
3	Undercutting	223	CY	10.00	2230.00
4	Excess Excavation (FM)	2223	CY	15.00	33345.00
5	Select Backfill Material (LVM)	3222	CY	20.00	64440.00
6	810 Crushed Limestone Subgrade (3" Thickness)	312	TON	80.00	24960.00
7	8" SDR-26 PVC (All Depths) (Bedding Included)	750	LF	145.00	108750.00
8	Manhole (Connections) All Depths	10	EA	1000.00	10000.00
9	Coating of Manholes (Epoxy or Polymeric Lining System)	43	VF	520.00	21500.00
	Manhole 48" All Depths	1	EA	8000.00	8000.00
10	Asphalt Base Course Paving (BB-1) (3" Thickness)	110	TON	250.00	27500.00
11	Asphalt Surface Course Paving (SC-1) (2" Thickness)	57	TON	300.00	20100.00
12	Remove and Replace Storm Drain -15" (with Collar)	1	LS	4000.00	4000.00
13	Sewer Bypass Pumping	30	DAY	1200.00	36000.00
14	TV 8" to 8" Diameter Sewer Main (Post Video)	750	LF	6.00	4500.00
15	6" Lateral Tie-In	10	EA	800.00	8000.00
16	TV & Normal Cleaning 8" Diameter Sewer Main (Downstream Lines)	600	LF	6.00	3600.00
17	TV & Heavy Cleaning 8" Diameter Sewer Main (Downstream Lines)	200	LF	6.00	1200.00
18	Maintenance of Traffic	1	LS	24000.00	24000.00
19	Contingency Allowance	1	LS	\$ 25,000.00	\$ 25,000.00

TOTAL AMOUNT 516,778.00

Approximate Location: 1611 Edgewood St


*Bid is due Thursday, July 23 by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by end of September 2020

Version1_20200720

SUBMITTED BY: DELTA CONSTRUCTORS, INC.
 P.O. BOX 9545
 JACKSON, MS 39286-9545
 601-939-8732
 Delta9545@aol.com


 Joe H. Campbell, President

7/23/20
 Date

Certificate of Responsibility No. 07487-MC

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DELTA CONSTRUCTORS, INC.
POST OFFICE BOX 9545
JACKSON, MS 39286

is duly registered and entitled to perform

- 1) HEAVY CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

Offices herewith set open hereon and contain the Seal of the Mississippi Board of Contractors in an effort to be effective this 8 day of Oct., 2019



CERTIFICATE OF RESPONSIBILITY

No. 07487-MC

Expires Oct. 8, 2020

Joel A. Canfield,

CHAIRMAN OF THE BOARD

CITY OF JACKSON, MS

Mayor Choke Antar Lumumba

**EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business which is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2, and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs.

The Equal Business Opportunity participation goals are as follows:

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs shall be so stated in the response to this bid in the form of an Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs, or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;

- (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- I. 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
 - (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided, that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
 - (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor Protege Programs

(i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protege programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000.00 . Even if the prime itself is a MBE, joint

venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000).

(ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

- (a) The initial capital investment of each venture partner;
- (b) The proportional allocation of profits and losses to each venture partner;
- (c) The sharing of the right to control the ownership and management of the joint venture;
- (d) Actual participation of the venture partners in the performance of the contract;
- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture which may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protege programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protege agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protege contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protege which may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror may seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals shall include full documentary evidence of the bidders or offerors good faith efforts (see below) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Good Faith Efforts

The bidder or offeror shall provide the following evidence of its good faith efforts, and will be evaluated on the same:

- (i) Copies of written notification to MBEs and FBEs that their interest in the subcontract is solicited;
- (ii) Evidence of the efforts made to divide the work into economically feasible units in order to increase the likelihood of achieving the stated goals;
- (iii) Evidence of the efforts made to negotiate with MBEs and FBEs, including, at a minimum:
 - (a) The names, addresses and telephone numbers of the MBEs and FBEs who were contacted;

- (b) A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed; and
- (c) A statement of the reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached;
- (iv) Evidence of efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires;
- (v) As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion;
- (vi) Written quotes solicited from all MBEs or FBEs seeking subcontract work with prime contractors at the time of the bidding; and
- (vii) A statement with supporting documents and affidavits whether the offeror has used MBE and/or FBE contractors as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the Department.

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Delta Constructors Inc.

II. Proposed Project: Edgewood St. from Euclid Ave. to Arlington Ave.
Emergency Sewer Repair

III. Proposed Minority and/or Female Subcontractors: (See Attachments)

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Dollar Value of Proposed Project: \$ 516,778.00

V. WAIVER REQUESTED .. (Check the box if you are requesting a waiver for any or all of the EBO Participation Goals. Follow the directions below to provide the required WAIVER STATEMENT.)

All requests for waivers shall include, at a minimum, the following information:

- a) Attached copies of written notification to MBEs and FBEs of available subcontracting opportunities.
- (b) Evidence of efforts made to divide the work in economically feasible units in order to increase the likelihood achieving the stated goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
1. The names, addresses, and telephone numbers of the MBE and FBEs contacted.
 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 4. Evidence of the efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
 5. As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion.
 6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
 7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.


VI. Minority and Female Business Enterprises' Participation Goals For This Bid/Offeror/Proposal:

* Please list your MBE and FBE Project Participation percentages (%) in the Table below.

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.00	0.00	0.00	0.00	0.00
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.00	0.00	0.00	0.00	0.00

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.


 Authorized Signature and Title
 Joe H. Campbell President

7/23/20
 Date

Company Name: Love Trucking Type Trade/Business: Haul/Supply/Fill

Address: 761 Woodlake Dr.

City, State, ZIP: Jackson MS 39206

Contact Person: Robert Love

Telephone Number: 601-954-5799

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: haul/supply/fill

Scope of Work to be Performed: aggregates

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 64,000.00

Percentage of MBE and/or FBE Participation: 12.41 %

Company Name: Franklin Paving Inc Type Trade/Business: Paving

Address: 5247 Greenway Dr. St. B

City, State, ZIP: Jackson MS 39204

Contact Person: Charlie Franklin

Telephone Number: 601-922-9903

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Paving

Scope of Work to be Performed: Paving

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 25,200.00

Percentage of MBE and/or FBE Participation: 4.89 %

**CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY ORDINANCE
*LEGAL NOTICE***

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre condition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan, with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact of the Office of Economic Development at 960-1638. Copies of the ordinance, EBO Plan Applications and a copy of the Program are available at 218 South President Street, Second Floor, Jackson, Mississippi.

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA
CONSTRUCTORS, INC. FOR THE MEDGAR EVERS BOULEVARD
SEWER EMERGENCY REPAIRS (WARD 3)**

WHEREAS, a portion of a sewer main collapsed Medgar Evers Boulevard; and

WHEREAS, the collapse resulted in the discharge of raw sewage into nearby streams and creeks creating an environmental, human health, and public safety issue for those living on Medgar Evers Boulevard; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc. in amount not to exceed \$166,835.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Delta Constructors, Inc. in an amount not to exceed \$166,835.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Medgar Evers Boulevard is ratified.

Agenda Item #66
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE MEDGAR EVERS BOULEVARD SEWER EMERGENCY REPAIRS (WARD 3)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and Businesses on Medgar Evers Boulevard																																													
4.	Benefits	Sewer Infrastructure																																													
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 3.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Cost: \$166,835.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Medgar Evers Boulevard Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$166,835.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Delta Constructors, Inc, for the Medgar Evers Boulevard Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.


Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-8229
Facsimile: (601) 960-1758

OFFICE OF THE CITY ATTORNEY
7/27/23
2/10/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE MEDGAR EVERS BOULEVARD EMERGENCY SEWER REPAIRS (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 

8/10/23

DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

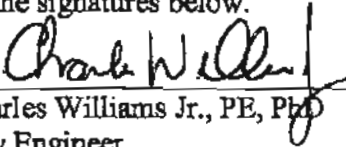
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels, The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

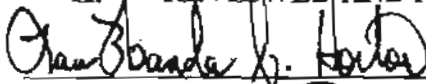


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA
Mayor

7/13/2020
DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lamumba
Mayor of the City of Jackson, MS

August 10, 2020

Joe Campbell, President
Delta Constructors, Inc.
P.O. Box 9545
Jackson, Mississippi 39286-9545

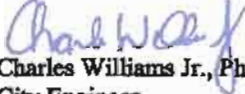
NOTICE TO PROCEED

Medgar Evers Boulevard Sewer Emergency, HINDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Delta Constructors, Inc, to start work on the Medgar Evers Boulevard Sewer Emergency commencing August 17, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,


Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY MEDGAR EVERS BOULEVARD

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Medgar Evers Boulevard;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

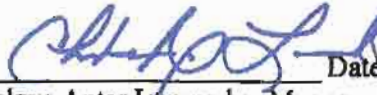
1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Medgar Evers Boulevard. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$166,835.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 23, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$166,835.00.
7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 29th day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Delta Constructors, Inc.


Date July 29, 2020
Chokwe Antar Lumumba, Mayor


Date July 29, 2020
Jack H. Campbell, President



DELTCO-02

CCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Cindy Cole, APA, CPW, CISR	
	PHONE (A/C, No, Ext): (601) 960-8234	FAX (A/C, No): (601) 208-3005
E-MAIL ADDRESS: ccole@fbbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Briarfield Insurance Company		10993
INSURER B: Travelers Property Casualty Company of America		25874
INSURER C: Luba Casualty Insurance Company		12472
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Delta Constructors, Inc.
PO Box 9545
Jackson, MS 39286

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP100035154-02	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100009516-04	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP41M8833920	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	028000021610120	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP100035154-02	1/1/2020	1/1/2021	\$2,500 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Sewer Repair Medgar Evers Boulevard
Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability, Auto and Workers Compensation policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

City of Jackson
P. O. Box 17
Jackson, MS 39202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
82 Maple Avenue
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

CONSTRUCTION CONTRACT

Date: *July 29, 2020*
Amount: \$166,835.00

Description: Sewer Repair Emergency Medgar Evers Boulevard
(Name and location)

BOND

Date: *July 29, 2020*
(Not earlier than Construction Contract Date)

Amount: \$166,835.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:
Name and Title: Joe H. Campbell, President

Signature:
Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY --- Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Rance Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Rance C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: [Signature]
Rance C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
82 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date:

July 29, 2020

Amount: \$166,835.00

Description: Sewer Repair Emergency Medgar Evers Boulevard

(Name and location)

BOND

Date:

July 29, 2020

(Not earlier than Construction Contract Date)

Amount: \$166,835.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature:

[Signature]

Name

and Title: Joe H. Campbell, President

Signature:

[Signature]

Name

and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201665-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lioweflyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: Renee C. Lioweflyn, Assistant Secretary

PHOTO COPY

BID BOND

The Ohio Casualty Insurance Company

CONTRACTOR:

(Name, legal status and address)

Deitz Constructors, Inc
PO Box 9545
Jackson, MS 39286

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Medgar Evers Boulevard Drive Emergency Sewer Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201565-018144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Home, III; William D. Horac, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Medgar Evers Boulevard Drive Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	40,000.00	40,000.00
2	Maintenance of Traffic	1	LS	1200.00	1200.00
3	Concrete Pavement Removal (All Depths)	18	SY	180.00	3240.00
4	Concrete Pavement Sawcutting (All Depths)	45	LF	30.00	1350.00
5	Perform 6" to 8" Sanitary Sewer Point Repair (10'-14' Depth) 0-10'	1	EA	35000.00	35000.00
6	Perform 6" to 8" Sanitary Sewer Point Repair (10'-14' Depth) > Greater than 10'	10	LF	300.00	3000.00
7	Incidental Gravel (LVM)	3	TON	60.00	180.00
8	Excess Excavation (FM)	83	CY	15.00	1245.00
9	Select Backfill Material (LVM)	112	CY	20.00	2240.00
10	810 Crushed Limestone Subgrade (8" Thickness)	5	TON	80.00	400.00
11	8" Concrete Pavement (4,000 PSI Mix) (2" Thickness; 18" Dowel bar)	18	SY	400.00	7200.00
12	Road Striping	1	LS	2000.00	2000.00
13	Cure-In-Place 6" to 8" Diameter Sewer Main (Include Pre-CCTV)	306	LF	65.00	19890.00
14	TV 6" to 8" Diameter Sewer Main (Post Video)	306	LF	10.00	3060.00
15	TV & Normal Cleaning 6" to 8" Diameter Sewer Main (After Repair- Downstream Line)	600	LF	10.00	6000.00
16	TV & Heavy Cleaning 6" to 8" Diameter Sewer Main (After Repair- Downstream Line)	200	LF	15.00	3000.00
17	Sewer Bypass Pumping	8	Days	1500.00	12000.00
18	Contingency Allowance	1	LS	\$ 15,000.00	\$ 15,000.00

TOTAL AMOUNT \$ 166,835.00

Approximate Location: 3925 Medgar Evers Blvd

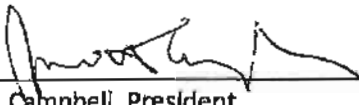
*Bid is due Thursday, July 23 by 3 pm

**Please submit ESO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by September 2020

Version1_20200720

SUBMITTED BY: DELTA CONSTRUCTORS, INC.
 P.O. BOX 9545
 JACKSON, MS 39286-9545
 601-939-8732
 Delta9545@aol.com


 Joe H. Campbell, President

7/23/20

 Date

Certificate of Responsibility No. 07487-MC

State of Mississippi

BOARD OF CONTRACTORS

DELTA CONSTRUCTORS, INC.
POST OFFICE BOX 9545
JACKSON, MS 39286

ACTIVE

is duly registered and entitled to perform

- 1) HEAVY CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set our hours and named the State of the Mississippi Board of Contractors to be effective this 8 day of Oct., 2019



CERTIFICATE OF RESPONSIBILITY

No. 07487-MC

Expires Oct. 8, 2020

Joel A. Canfield,

CHAIRMAN OF THE BOARD

CITY OF JACKSON, MS

Mayor Choke Antar Lumumba

**EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business which is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2, and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.

- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs.

The Equal Business Opportunity participation goals are as follows:

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs shall be so stated in the response to this bid in the form of an Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs, or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;

- (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- i. 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
 - (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided, that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
 - (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor Protege Programs

(i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protege programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000.00. Even if the prime itself is a MBE, joint

venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000).

(ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

- (a) The initial capital investment of each venture partner;
- (b) The proportional allocation of profits and losses to each venture partner;
- (c) The sharing of the right to control the ownership and management of the joint venture;
- (d) Actual participation of the venture partners in the performance of the contract;
- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture which may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protege programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protege agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protege contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protege which may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror may seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals shall include full documentary evidence of the bidders or offerors good faith efforts (see below) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Good Faith Efforts

The bidder or offeror shall provide the following evidence of its good faith efforts, and will be evaluated on the same:

- (i) Copies of written notification to MBEs and FBEs that their interest in the subcontract is solicited;
- (ii) Evidence of the efforts made to divide the work into economically feasible units in order to increase the likelihood of achieving the stated goals;
- (iii) Evidence of the efforts made to negotiate with MBEs and FBEs, including, at a minimum:
 - (a) The names, addresses and telephone numbers of the MBEs and FBEs who were contacted;

- (b) A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed; and
- (c) A statement of the reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached;
- (iv) Evidence of efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires;
- (v) As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion;
- (vi) Written quotes solicited from all MBEs or FBEs seeking subcontract work with prime contractors at the time of the bidding; and
- (vii) A statement with supporting documents and affidavits whether the offeror has used MBE and/or FBE contractors as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the Department.

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Delta Constructors, Inc.

II. Proposed Project: Medgar Evers Boulevard Emergency Sewer Repair

III. Proposed Minority and/or Female Subcontractors: (See Attachments)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Dollar Value of Proposed Project: \$ 166,835.00

V. WAIVER REQUESTED .. (Check the box if you are requesting a waiver for any or all of the EBO Participation Goals. Follow the directions below to provide the required WAIVER STATEMENT.)

All requests for waivers shall include, at a minimum, the following information:

- a) Attached copies of written notification to MBEs and FBEs of available subcontracting opportunities.
- (b) Evidence of efforts made to divide the work in economically feasible units in order to increase the likelihood achieving the stated goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 1. The names, addresses, and telephone numbers of the MBE and FBEs contacted.
 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 4. Evidence of the efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
 5. As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion.
 6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
 7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

VI. Minority and Female Business Enterprises' Participation Goals For This Bid/Offeror/Proposal:

* Please list your MBE and FBE Project Participation percentages (%) in the Table below.

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.00	0.00	0.00	0.00	0.00
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.00	0.00	0.00	0.00	0.00

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.

 President
 Authorized Signature and Title
 Joe H. Campbell

7/23/20
 Date

Company Name: Love Trucking Type Trade/Business: Haul/Supply/Fill

Address: 761 Woodlake Dr.

City, State, ZIP: Jackson MS 39206

Contact Person: Robert Love

Telephone Number: 601-954-5799

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: haul/supply/fill

Scope of Work to be Performed: aggregates

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 20,700.00

Percentage of MBE and/or FBE Participation: 12.41 %

Company Name: Franklin Paving Inc Type Trade/Business: Paving

Address: 5247 Greenway Dr. Ste B

City, State, ZIP: Jackson MS 39204

Contact Person: Charlie Franklin

Telephone Number: 601-922-9903

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Paving

Scope of Work to be Performed: Paving

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 8100.00

Percentage of MBE and/or FBE Participation: 4.89 %

CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY ORDINANCE
LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre condition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan, with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact of the Office of Economic Development at 960-1638. Copies of the ordinance, EBO Plan Applications and a copy of the Program are available at 218 South President Street, Second Floor, Jackson, Mississippi.

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA
CONSTRUCTORS, INC. FOR THE RAYMOND ROAD/SCANLON
DRIVE SEWER EMERGENCY REPAIRS (WARD 6)**

OFFICE OF THE CITY ATTORNEY
20-10-20

WHEREAS, a portion of a sewer main collapsed at the intersection of Raymond Road and Scanlon Drive; and

WHEREAS, the collapse resulted in the discharge of raw sewage into nearby streams and creeks creating an environmental, human health, and public safety issue for those living near Raymond Road and Scanlon Drive; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Delta Constructors, Inc. in amount not to exceed \$153,674.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Delta Constructors, Inc. in an amount not to exceed \$153,674.00 without further authorization of the governing authorities for repairs to a collapsed sewer main at the intersection of Raymond Road and Scanlon Drive is ratified.

Agenda Item #67
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE RAYMOND ROAD/SCANLON DRIVE SEWER EMERGENCY REPAIRS (WARD 6)	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7	
3.	Who will be affected	Residents and Businesses near Raymond Road and Scanlon Drive	
4.	Benefits	Sewer Infrastructure	
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 6.	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	Cost: \$153,674.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00	
10.	EBO participation	ABE _____% WAIVER yes _____ no _____ N/A _____ AABE _____% WAIVER yes _____ no _____ N/A _____ WBE _____% WAIVER yes _____ no _____ N/A _____ HBE _____% WAIVER yes _____ no _____ N/A _____ NABE _____% WAIVER yes _____ no _____ N/A _____	

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Raymond Road/Scanlon Drive Sewer Emergency Repair

Item #:

Council Meeting: Regular Council Meeting, August 4, 2020

Consultant/Contractor: N/A

EBO Compliance Details:

Purpose: Sewer Infrastructure Repair

Cost: \$153,674.00

Project/Contract Type: Sewer Repair

Funding Source: Fund 32

Schedule/Time: Work will commence upon notice to proceed

DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Delta Constructors, Inc, for the Raymond Road/Scanlon Drive Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2179
Jackson, Mississippi 39207-2179
Telephone: (601) 960-1299
Facsimile: (601) 960-1256

OFFICE OF THE CITY ATTORNEY
X
8/10/20
-20

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING AN EMERGENCY CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE RAYMOND ROAD/SCANLON DRIVE EMERGENCY SEWER REPAIRS (WARD 6) is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

8/10/20

DATE

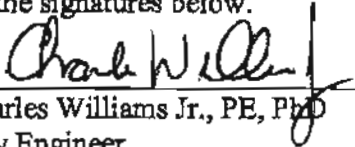
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

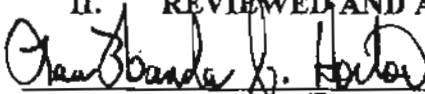


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA *td*
Mayor

7/13/2020
DATE

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 10, 2020

Joe Campbell, President
Delta Constructors, Inc.
P.O. Box 9545
Jackson, Mississippi 39286-9545

NOTICE TO PROCEED

Raymond Road/Scanlon Drive Street Sewer Emergency, HINDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Delta Constructors, Inc, to start work on the Raymond Road/Scanlon Drive Sewer Emergency commencing August 24, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in blue ink that reads "Charles Williams Jr." with a stylized flourish at the end.

Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY RAYMOND ROAD/SCANLON DRIVE

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Delta Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Delta Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Raymond Road/Scanlon Drive;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Raymond Road/Scanlon Drive. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 30 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 30 calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 30 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$153,674.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 23, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.


6. Contractor will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$153,674.00.
7. The City shall not be liable for any damage to equipment utilized by Contractor in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the Contractor or labor employed by him in the performance of the work.
8. Contractor shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. Contractor assumes all risks of every kind and description in the performance of this Contract.
9. Contractor shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by Contractor in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 29th day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Delta Constructors, Inc.

 Date July 29, 2020
Chokwe Antar Lumumba, Mayor

 Date July 29, 2020
Joe H. Campbell, President



DELTCO-02

CGOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Cindy Cole, APA, CPIW, CISR	
	PHONE (A/C, No, Ext): (601) 980-8234	FAX (A/C, No): (601) 208-3005
E-MAIL ADDRESS: ccole@fbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Brierfield Insurance Company		10993
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C: Luba Casualty Insurance Company		12472
INSURER D:		
INSURER E:		
INSURER F:		


INSURED
 Delta Constructors, Inc.
 PO Box 9545
 Jackson, MS 39286

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP100035154-02	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100009516-04	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP41M8833920	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			028000021610120	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Installation Floater			CPP100035154-02	1/1/2020	1/1/2021	\$2,500 Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Sewer Repair Raymond Road
 Certificate holder is named as an additional insured in respects to the General Liability and Auto liability. A waiver of subrogation is attached to the General Liability, Auto and Workers Compensation policies. Endorsements apply when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER City of Jackson P. O. Box 17 Jackson, MS 39202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

CONSTRUCTION CONTRACT

Date: July 29, 2020
Amount: \$153,674.00

Description: Sewer Repair Emergency Raymond Road/Scanlon Drive
(Name and location)

BOND
Date: July 29, 2020
(Not earlier than Construction Contract Date)

Amount: \$153,674.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature:
Name and Title: Joe H. Campbell, President

Signature:
Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: B201555-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
218 South President Street
Jackson, MS 39201

CONSTRUCTION CONTRACT

Date: *July 29, 2020*

Amount: \$153,874.00

Description: Sewer Repair Emergency Raymond Road/Scanlon Drive
(Name and location)

BOND

Date: *July 29, 2020*
(Not earlier than Construction Contract Date)

Amount: \$153,874.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

The Ohio Casualty Insurance Company

Signature:
Name and Title: Joe H. Campbell, President

Signature:
Name and Title: William D. Home III, Attorney-in-Fact and Mississippi Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party;)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanics's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. B201585-018144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Horne, III; William D. Horne, Jr.; Renee Lynette Martin; Patricia B. Moore; Paula R. Renfrow; Walter B. Wellington

of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

PHOTO COPY

BID BOND

The Ohio Casualty Insurance Company

CONTRACTOR:

(Name, legal status and address)

Delta Constructors, Inc
PO Box 9545
Jackson, MS 39286

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER:

(Name, legal status and address)

City of Jackson, Mississippi
219 South President Street
Jackson, MS 39201

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Raymond Road/Scanlon Drive Emergency Sewer Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2020

Virginia A. Coleno
(Witness)

James Turner
(Witness)

Delta Constructors, Inc.

(Principal)

Joe Campbell, President

(Title)

The Ohio Casualty Insurance Company

(Surety) William D. Horne, III

Attorney-in-fact & Mississippi Resident Agent

(Title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8201665-016144

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen William Brown; William D. Home, III; William D. Home, Jr.; Rance Lynette Martin; Patricia B. Moore; Paula R. Ruffow; Walter B. Wellington

all of the city of Ridgeland state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 15th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Raymond Road/Scanlon Drive Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	40,000.00	40,000.00
2	Maintenance of Traffic	1	LS	15,000.00	15,000.00
3	Pavement Removal (All Depths)	18	SY	180.00	3,240.00
4	Pavement Sawcutting (All Depths)	46	LF	9.00	414.00
5	Perform 6" to 8" Sanitary Sewer Point Repair (8'-12' Depth) 0-10'	1	EA	35,000.00	35,000.00
6	Perform 6" to 8" Sanitary Sewer Point Repair (8'-12' Depth) > Greater than 10'	10	LF	300.00	3,000.00
7	Incidental Gravel (LVM)	3	TON	60.00	180.00
8	Excess Excavation (FM)	72	CY	15.00	1,080.00
9	Select Backfill Material (LVM)	103	CY	20.00	2,060.00
10	610 Crushed Limestone Subgrade (6" Thickness)	5	TON	80.00	400.00
11	Asphalt Base Course Paving (BB-1) (6" Thickness)	2	TON	250.00	500.00
12	Asphalt Surface Course Paving (SC-1) (2" Thickness)	2	TON	300.00	600.00
13	Cure-in-Place 6" to 8" Diameter Sewer Main (Include Pre-CCTV)	218	LF	65.00	14,170.00
14	TV 6" to 8" Diameter Sewer Main (Post Video)	218	LF	10.00	2,180.00
15	TV & Normal Cleaning 6" to 8" Diameter Sewer Main (After Repair- Downstream Line)	600	LF	10.00	6,000.00
16	TV & Heavy Cleaning 6" to 8" Diameter Sewer Main (After Repair- Downstream Line)	200	LF	15.00	3,000.00
17	Sewer Bypass Pumping	8	Days	1500.00	12,000.00
18	Contingency Allowance	1	LS	\$ 15,000.00	\$ 15,000.00

TOTAL AMOUNT \$ 153,674.00

Upstream Manhole Frames will need to be secured along with asphalt around the Manhole. This will be included in the allowance

Approximate Location: 1201 Raymond Road


*Bid is due Thursday, July 23 by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by October 2020

Version2_20200720

SUBMITTED BY: DELTA CONSTRUCTORS, INC.
 P.O. BOX 9545
 JACKSON, MS 39286-9545
 601-939-8732
 Delta9545@aol.com



 Joe H. Campbell, President

7/23/20

 Date

Certificate of Responsibility No. 07487-MC

State of Mississippi

BOARD OF CONTRACTORS

DELTA CONSTRUCTORS, INC.
POST OFFICE BOX 9545
JACKSON, MS 39286

ACTIVE

is duly registered and entitled to perform

- 1) HEAVY CONSTRUCTION
- 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct, 2019



CERTIFICATE OF RESPONSIBILITY

No. 07487-MC

Expires Oct. 8, 2020

Joel A. Canall

CHAIRMAN OF THE BOARD

CITY OF JACKSON, MS

Mayor Choke Antar Lumumba

**EQUAL BUSINESS OPPORTUNITY
(EBO)
PLAN APPLICATION**

**Department of Planning and Development
Office of Economic Development**



EQUAL BUSINESS OPPORTUNITY
SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with city funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans, and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business which is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, as defined in section 127-4 (7), and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority group members, as defined in Sections 1, 2, and 3, which group has been determined to have suffered discrimination requiring amelioration and is certified as such by the City.

- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females, and certified as such by the Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Ordinance, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Ordinance of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs.

The Equal Business Opportunity participation goals are as follows:

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.67	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs shall be so stated in the response to this bid in the form of an Equal Business Opportunity Plan.

For specific information about the Equal Business Opportunity Plan, please contact the Office of Economic Development at (601) 960-1638.

Contractors may employ AABEs, HBES, ABEs, or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;

- (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women's business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of minority/women's business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- i. 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
 - (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers' representatives, provided, that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
 - (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor Protege Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, establishment of joint ventures and mentor protege programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$10,000.00. Even if the prime itself is a MBE, joint

venture between prime contractors and MBEs shall be required on all projects exceeding ten million dollars (\$10,000,000).

(ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:

- (a) The initial capital investment of each venture partner;
- (b) The proportional allocation of profits and losses to each venture partner;
- (c) The sharing of the right to control the ownership and management of the joint venture;
- (d) Actual participation of the venture partners in the performance of the contract;
- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture which may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protege programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protege agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protege contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protege which may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section 127-13(1) of the City of Jackson's Equal Opportunity Ordinance, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror may seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals shall include full documentary evidence of the bidders or offerors good faith efforts (see below) to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Good Faith Efforts

The bidder or offeror shall provide the following evidence of its good faith efforts, and will be evaluated on the same:

- (i) Copies of written notification to MBEs and FBEs that their interest in the subcontract is solicited;
- (ii) Evidence of the efforts made to divide the work into economically feasible units in order to increase the likelihood of achieving the stated goals;
- (iii) Evidence of the efforts made to negotiate with MBEs and FBEs, including, at a minimum:
 - (a) The names, addresses and telephone numbers of the MBEs and FBEs who were contacted;

- (b) A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed; and
- (c) A statement of the reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached;
- (iv) Evidence of efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires;
- (v) As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion;
- (vi) Written quotes solicited from all MBEs or FBEs seeking subcontract work with prime contractors at the time of the bidding; and
- (vii) A statement with supporting documents and affidavits whether the offeror has used MBE and/or FBE contractors as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the Department.

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION

I. Company Name: Delta Constructors, Inc.

II. Proposed Project: Raymond Road/Scanlon Drive Emergency Sewer Repair

III. Proposed Minority and/or Female Subcontractors: (See Attachments)

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section 127-13-1(B) of the EBO Ordinance.

IV. Total Dollar Value of Proposed Project: \$ 153,674.00

V. WAIVER REQUESTED .. (Check the box if you are requesting a waiver for any or all of the EBO Participation Goals. Follow the directions below to provide the required WAIVER STATEMENT.)

All requests for waivers shall include, at a minimum, the following information:

- (a) Attached copies of written notification to MBEs and FBEs of available subcontracting opportunities.
- (b) Evidence of efforts made to divide the work in economically feasible units in order to increase the likelihood achieving the stated goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
1. The names, addresses, and telephone numbers of the MBE and FBEs contacted.
 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 4. Evidence of the efforts made to assist MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
 5. As to each MBE and FBE contacted which the bidder or offeror considered not to be qualified, a written statement of the reasons for the bidder or offeror's conclusion.
 6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
 7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

VI. Minority and Female Business Enterprises' Participation Goals For This Bid/Offeror/Proposal:

* Please list your MBE and FBE Project Participation percentages (%) in the Table below.

Procurement Category	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.00	0.00	0.00	0.00	0.00
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non Professional Services	0.00	0.00	0.00	0.00	0.00

VII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service.


 Authorized Signature and Title President
 Joe H. Campbell

Date 7/23/20

Company Name: Love Trucking Type Trade/Business: Haul/Supply/Fill

Address: 761 Woodlake Dr.

City, State, ZIP: Jackson MS 39206

Contact Person: Robert Love

Telephone Number: 601-954-5799

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: haul/supply/fill

Scope of Work to be Performed: aggregates

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 19,000.00

Percentage of MBE and/or FBE Participation: 12.41 %

Company Name: Franklin Paving Inc Type Trade/Business: Paving

Address: 5247 Greenway Dr. St. B

City, State, ZIP: Jackson MS 39204

Contact Person: Charlie Franklin

Telephone Number: 601-922-9903

Type Minority Business (MBE/FBE):
 Female (FBE)
 African-American (AABE)
 Asian (ABE)
 Hispanic (HBE)
 Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

Subcontractor Supplier
 Joint Venture Mentor-Protégé

Type Work or Service to be Performed: Paving

Scope of Work to be Performed: Paving

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 7500.00

Percentage of MBE and/or FBE Participation: 4.89 %

CITY OF JACKSON
EQUAL BUSINESS OPPORTUNITY ORDINANCE
LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre condition to selection, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity (EBO) Plan, with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) ordinance. Failure to comply with the City's ordinance shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact of the Office of Economic Development at 960-1638. Copies of the ordinance, EBO Plan Applications and a copy of the Program are available at 218 South President Street, Second Floor, Jackson, Mississippi.

OFFICE OF THE CITY ATTORNEY
8-10-20
[Signature]

ORDER RATIFYING AN EMERGENCY CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE SEWER EMERGENCY REPAIRS (WARD 6)

WHEREAS, a portion of a sewer main collapsed Wooddell Drive; and

WHEREAS, the collapse resulted in the discharge of raw sewage into Cany Creek creating an environmental, human health, and public safety issue for those living on Wooddell Drive; and

WHEREAS, because of the adverse effect on human health, the environment, and public safety, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract has been executed with Utility Constructors, Inc. in amount not to exceed \$494,810.00 without further authorization of the governing authorities to make repairs to the collapsed sewer main, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the emergency contract with Utility Constructors, Inc. in an amount not to exceed \$494,810.00 without further authorization of the governing authorities for repairs to a collapsed sewer main on Wooddell Drive is ratified.

Agenda Item #68
August 18, 2020
(Williams, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
July 26, 2020

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE SEWER EMERGENCY REPAIR (WARD 6)	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7	
3.	Who will be affected	Residents Wooddell Drive	
4.	Benefits	Sewer Infrastructure	
5.	Schedule (beginning date)	Work will proceed upon issuance of the notice to proceed	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is located in Ward 6.	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.	
8.	COST	Cost: \$494,810.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 Emergency Sewer Account \$3,500,000.00	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD, Interim Director/City Engineer



Agenda Item: Wooddell Drive Sewer Emergency Repair
Item #:
Council Meeting: Regular Council Meeting, August 4, 2020
Consultant/Contractor: N/A
EBO Compliance Details:

Purpose: Sewer Infrastructure Repair
Cost: \$494,810.00
Project/Contract Type: Sewer Repair
Funding Source: Fund 32
Schedule/Time: Work will commence upon notice to proceed
DPW Manager: Charles Williams Jr., PE, PhD

Background:

Attached, you will find an item for the City Council Agenda requesting the Mayor enter into an emergency contract with Utility Constructors, Inc, for the Wooddell Drive Sewer Main Emergency Repair. The contract is required due to a collapsed sewer main discharging raw sewer violating the Clean Water Act. The Department of Public Works recommends approval of this agenda. If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-1651.

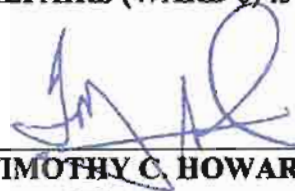
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1229
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
8/10/20

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH UTILITY CONSTRUCTORS, INC. FOR THE WOODDELL DRIVE EMERGENCY SEWER REPAIRS (WARD 6)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

8/10/20

DATE

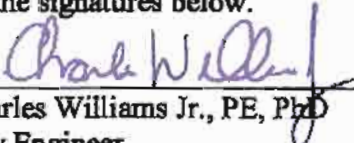
**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The result of the failed sanitary sewer mains has contributed to Sanitary Sewer Overflows violating the Clean Water Act, and the mandated Federal Sanitary Sewer Consent Decree. The City of Jackson currently has less than 15 sewer maintenance employees to assist with repair and replacement. To minimize the impact of raw sewer discharging into nearby creeks and drainage channels. The City is in need of emergency assistance from private contractors to help repair the sanitary sewer collection system.

Accordingly, I request that you declare this situation an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize the City to retain contractors to complete repairs to the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and to execute and accept such other documents as necessary to accomplish said repair.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Charles Williams Jr., PE, PhD. I have also obtained the review and approval of the Office of the City Attorney and Administration Department as evidenced by the signatures below.

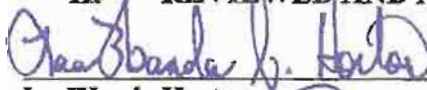


Charles Williams Jr., PE, PhD
City Engineer

6/16/20

DATE

II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

6/29/2020

DATE



Timothy Howard
City Attorney

7/9/2020

DATE

ROBERT BLAINE (MK)

Robert Blaine, PhD
Chief Administrative Officer

DATE

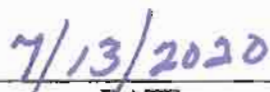
III. DECLARATION OF EMERGENCY

I hereby determine that the failures within the sanitary sewer collection system constitutes an emergency as that term is defined under Section of 31-7-1, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and that the City is authorized to enter into a contract to repair the sanitary sewer collection system, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended, and execute and accept such other documents and instruments as necessary to accomplish said repair and to purchase any materials required for the completion of the repair.

Accordingly, this request is approved.



CHOKWE ANTAR LUMUMBA *CL*
Mayor



DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

Department of Public Works
200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017



Chokwe Antar Lumumba
Mayor of the City of Jackson, MS

August 10, 2020

Terry Lovelace, President
Utility Constructors, Inc.
P.O. Box 13627
Jackson, Mississippi 39236

NOTICE TO PROCEED

Wooddell Drive Street Sewer Emergency, HINDS COUNTY

Dear Mr. Campbell:

The City of Jackson hereby orders Utility Constructors, Inc, to start work on the Wooddell Drive Sewer Emergency commencing August 17, 2020. The City has initiated an emergency declaration to allow the immediate mobilization of a contractor to assist with the repairs. If you have any questions or concerns, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Charles Williams Jr.", written over a faint blue line.

Charles Williams Jr., PhD, P.E.
City Engineer
Engineering Division
City of Jackson Public Works Dept.

PC: Mary D. Carter, Deputy Director
Terry Williamson, Legal Counsel DPW

**EMERGENCY REPAIR CONTRACT
SEWER REPAIR EMERGENCY WOODDELL DRIVE**

WHEREAS, the Mayor of the City of Jackson determined and declared that a state of emergency existed with respect to a collapsed sewer main which requires repair; and

WHEREAS, the City of Jackson solicited an emergency bid from Utility Constructors, Inc., hereinafter referred to as *Contractor*; and

WHEREAS, it is the desire of the City of Jackson to contract with Utility Constructors, Inc., for the sewer main repair referred to as the Sewer Repair Emergency Wooddell Drive;

Now therefore in consideration of the mutual covenants and agreements of the parties reached, the following terms and conditions shall govern the parties' relationship:

1. Contractor shall provide all materials, equipment, and labor necessary to repair and/or replace the sewer main on Wooddell Drive. *Contractor's* work in accordance with this agreement shall be conducted in a reasonably prudent manner so as to minimize loss property, injury, or negative impact to the environment. *Contractor's* duties and obligations pursuant to the scope of work identified shall not include the acquisition of easements or rights-of-way. The City of Jackson shall be responsible for insuring that appropriate construction easements and rights of way is acquired before granting a notice to proceed.
2. *Contractor* shall complete the work within 60 calendar days' weather conditions permitting and material availability. Additional time for completion of the work will be based on the actual number of days that the project is delayed due to inclement weather, the unavailability of materials, or matters within the control of the City. The 60-calendar day period commences to run upon execution of the agreement by the parties. Days necessary to acquire materials which are available shall not be included in the computation of the 60 days. *Contractor* agrees and understands that completion of the project within the time scheduled is critical and of utmost importance to the City.
3. Work performed pursuant to this agreement shall comply with the City of Jackson's Standard Specifications and the written determination of the Director of Public Works or his designated representative. City agrees to pay *Contractor* the sum of \$494,810.00 upon completion of the work performed pursuant to the written bid received from the *Contractor* on July 21, 2020.
4. Any materials ordered for the project that is not used shall be paid for by the City and remain the property of the City of Jackson's Water/Sewer Utilities Division at the end of the project.
5. The City shall be held harmless and indemnified from all damages caused by *Contractor* related to this project on and off the project site.

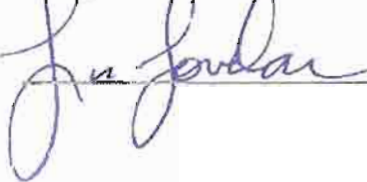
6. *Contractor* will furnish to City a certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage. Before commencing work, a performance bond and a payment bond will also be furnished in the amount of \$494,180.00.
7. The City shall not be liable for any damage to equipment utilized by *Contractor* in performance of the work contemplated by the agreement and nor shall the City be liable for injuries to the *Contractor* or labor employed by him in the performance of the work.
8. *Contractor* shall be liable for damage to the environment, property or persons arising out of and during the course of the work performed and shall indemnify the City against harm or loss to the environment, person or property arising out of its performance of the work under the contract. *Contractor* assumes all risks of every kind and description in the performance of this Contract.
9. *Contractor* shall at all times maintain workers' compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of the City.
10. The City reserves the right to inspect the site, verify quantities, and review operations at any time.
11. The terms of this agreement shall be construed according to the laws of the state of Mississippi. The parties agree that the agreement consists of (1) any document containing specifications and prepared for the purpose of soliciting quotes or bids; (2) the performance bond (3) payment bond (4) contracts and certificates of insurance (5) this document bearing the signature of both parties consenting to be bound (6) any and all documents submitted by *Contractor* in response to the solicitation for proposals.
12. The parties agree that no amendment or modification of this agreement shall be effective unless in writing and executed by parties duly authorized to execute the amendment.

Agreed hereto the below 28 day July, 2020 by the parties whose signatures appear below

City of Jackson, Mississippi

Contractor
Utility Constructors, Inc.

 Date July 28, 2020
Chokwe Antar Lumumba, Mayor

 Date 7/28, 2020

Woodell Drive Emergency Sewer Repair

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 39,400.00	\$ 39,400.00
2	Pavement Sawcutting (All Depths)	1458	LF	\$ 25.00	\$ 36,450.00
3	Undercutting	214	CY	\$ 30.00	\$ 6,420.00
4	Excess Excavation (FM)	1920	CY	\$ 30.00	\$ 57,600.00
5	Select Backfill Material (LVM)	2784	CY	\$ 35.00	\$ 97,440.00
6	610 Crushed Limestone Subgrade (8" Thickness)	300	TON	\$ 100.00	\$ 30,000.00
7	8" SDR-26 PVC (All Depths) (Bedding Included)	720	LF	\$ 140.00	\$ 100,800.00
8	Manhole (Connections) All Depths	4	EA	\$ 1,000.00	\$ 4,000.00
9	Coating of Manholes (Epoxy or Polymeric Lining System)	36	VF	\$ 375.00	\$ 13,500.00
10	Asphalt Base Course Paving (BB-1) (3" Thickness)	110	TON	\$ 185.00	\$ 20,350.00
11	Asphalt Surface Course Paving (SC-1) (2" Thickness)	75	TON	\$ 220.00	\$ 16,500.00
12	Bore and Casing (0.25") with Spacers	15	LF	\$ 1,000.00	\$ 15,000.00
13	Sewer Bypass Pumping	30	DAY	\$ 100.00	\$ 3,000.00
14	TV 8" to 8" Diameter Sewer Main (Post Video)	720	LF	\$ 10.00	\$ 7,200.00
15	6" Lateral Tie-In	12	EA	\$ 800.00	\$ 9,600.00
16	TV & Normal Cleaning 8" Diameter Sewer Main (Downstream Lines)	800	LF	\$ 5.00	\$ 3,000.00
17	TV & Heavy Cleaning 8" Diameter Sewer Main (Downstream Lines)	200	LF	\$ 8.00	\$ 1,600.00
18	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00
19	Contingency Allowance	1	LS	\$ 25,000.00	\$ 25,000.00

TOTAL AMOUNT \$ **494,810.00**

Approximate Location: 1417 Woodell Drive

*Bid is due Tuesday, July 21 by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by end of September 2020

Version2_20200720

Utility Constructors, Inc.
P.O. Box 13627
Jackson, MS 39236

Signature

Title

Date

Certificate of Responsibility No. 16721-MC



2103 CityWest Blvd, Suite 1300
Houston, TX 77042
713-812-0800 / 888-344-3362

**PERFORMANCE BOND – PRIME OR GENERAL CONTRACTOR
(Mississippi - Public Works)**

KNOW ALL BY THESE PRESENTS that
Utility Constructors, Inc
2262 Maddox Rd
Jackson, MS 39209 as Principal, and

SureTec Insurance Company a corporate surety licensed to write bonds in the State of Mississippi as Surety, are held and firmly bound unto

City of Jackson
P O Box 17
Jackson, MS 39215 as Obligee

in the amount of Four hundred ninety-four thousand eight hundred ten and no/100 (\$494,810.00) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns firmly by these presents. The combined aggregate liability of the Surety shall be limited to the above stated sum, not withstanding anything to the contrary in the below stated Contract.

WHEREAS, Principal has by written agreement dated 7/28/2020 entered into a contract (referred to here as "Contract") with Obligee for the performance of Sewer Repair Emergency Wooddell Drive, City of Jackson, (the Contract "Work")

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall perform the Work required by the Contract, then this obligation shall be null and void, otherwise it remains in full force and effect.

If there is no Obligee default, the Surety's obligation shall arise after the Obligee has notified the Contractor and the Surety at the addresses set forth above that the Obligee is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after Surety's receipt of such notice to discuss methods of performing the Work to be performed under the Contract; and if such meeting is not successful, the Obligee has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided above and Obligee has agreed to pay the Balance of the Contract Price to the Surety or to a contractor selected by Surety to perform the Contract Work.


Whenever Principal shall be, and be properly declared by Obligee to be, in default under the Contract and the Obligee has terminated the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may:

- (1.) Remedy the default subject to the provisions of paragraph (4.) below; or
- (2.) Arrange for the continued performance of the Work under the Contract subject to the provisions of paragraph (4.) below.
- (3.) Deny liability in whole or in part and notify the Obligee citing the reasons therefor, in which event Obligee shall be entitled to pursue such remedies as may be available to it at law, subject to the terms and limitations hereof.
- (4.) The Balance of the Contract Price, as defined below, shall be credited against the reasonable cost of completing performance of the Contract. If completed by the Obligee, and the reasonable cost exceeds the Balance of the Contract Price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the Balance of the Contract Price as may be required to complete the Contract Work or remedy the default and to reimburse the Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract. The term "Balance of the Contract Price" as used in this paragraph shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract.

As a further condition precedent to coverage under this Bond, Obligee must give Surety the written notice stated above no later than one (1) year from the earliest to occur of the following: (i) the date of any abandonment of the Contract; (ii) the date final payment is made to the Principal under the Contract; or (iii) the date the Principal last performed Work under the Contract. Any default declared or claim made by the Obligee outside of this timeframe is not covered by this Bond.

No right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein. No suit shall be filed on this bond after one year from earliest date in sections (i)-(iii) of the preceding paragraph, nor may suit be brought other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.

Signed and sealed this 28th day of July, 2020.

Principal: Utility Constructors, Inc.
 Signature 
 Name _____
 Title _____

SureTec Insurance Company
 Signature 
 Name John E. Marchetti
 Title Attorney-in-Fact

**THE RIDERS ATTACHED HERETO ARE INCORPORATED IN THIS BOND AND MODIFIES
 COVERAGE UNDER THIS BOND**

**SureTec Rider
 Force Majeure Rider**



THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

**SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099**

Terrorism Risk Exclusions

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

Warranty Time Limitation

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

**Exclusion of Liability for
Mold & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**Important Notice Regarding
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

FORCE MAJEURE RIDER

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligee underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.



2103 CityWest Blvd, Suite 1300
Houston, TX 77042
713-812-0800 / 888-344-3362

PAYMENT BOND
(Mississippi - Public Works)

KNOW ALL BY THESE PRESENTS that
Utility Constructors, Inc
2262 Maddox Rd
Jackson, MS 39209 as Principal, and

SureTec Insurance Company a corporate surety licensed to write bonds in the State of Mississippi as Surety, are held and firmly bound unto

City of Jackson
P O Box 17
Jackson, MS 39215 as Obligee

in the amount of Four hundred ninety-four thousand eight hundred ten and no/100 (\$494,810.00) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns firmly by these presents. The combined aggregate liability of the Surety shall be limited to the above stated sum, not withstanding anything to the contrary in the below stated Contract.

WHEREAS, Principal has by written agreement dated 7/28/2020 entered into a contract (referred to here as "Contract") with Obligee for the performance of Sewer Repair Emergency Wooddell Drive, City of Jackson, (the Contract "Work")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, and shall pay or all taxes due the State of Mississippi arising out of construction services rendered under the Contract then, this obligation shall be null and void; otherwise to remain in full force and effect;

Signed and sealed this 28th day of July, 2020

Principal: Utility Constructors, Inc

Signature _____
Name _____
Title _____

SureTec Insurance Company

Signature _____
Name John E. Marchetti
Title Attorney-in-Fact

**THE RIDERS ATTACHED HERETO ARE INCORPORATED IN THIS BOND AND MODIFIES
COVERAGE UNDER THIS BOND**

**SureTec Rider
Force Majeure Rider**



THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS ATTACHED

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

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9737 Great Hills Trail, Suite 320
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**Exclusion of Liability for
Mold & Environmental Hazards**

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**Important Notice Regarding
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

FORCE MAJEURE RIDER

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SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 21st day of November ; A.D. 2019 .

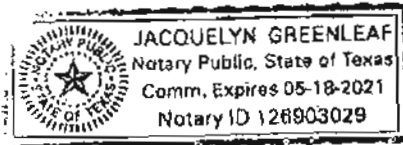
SURETEC INSURANCE COMPANY

By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



On this 21st day of November , A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 28th day of July, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Robert Blaine
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, City Engineer
Mary D. Carter, Deputy Director of Water Operations
William Miley, Utilities Manager
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: June 26, 2020

RE: Sanitary Sewer Collection System Failures

CW 6/26/20

The City of Jackson Department of Public Works has a high number of sanitary sewer main failures throughout the Jackson Corporate Limits. The results of the failed sanitary sewer mains has contributed to sanitary sewer overflows violating the Clean Water Act, and mandated Federal Consent Decree by discharging raw sewer into nearby creeks and drainage channels. The repairs needed to the sanitary sewer collection system are critical to staying within compliance regarding the Clean Water Act and mandated Federal Consent Decree. The Department of Public Works is requesting an Emergency Declaration for the following Sanitary Sewer Collection System Failures listed within this memo. The Emergency Declaration will also allow the Department of Public Works pay for bypass pumping rental fees required to stop sanitary sewer overflows until the sanitary sewer main failures can be repaired. In addition the Emergency Declaration will allow the City to retain technical assistance from professional engineering consultants when needed to help prepare bid quotes, and provide construction administration.

The City does not have the personnel or equipment to adequately address number of sanitary sewer main Failures in a timely manner to minimize the impact of raw sewer flowing out of the collection system threatening the welfare and safety of the Public. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair contracts as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

Woodell Drive Emergency Sewer Repair



ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 39,400.00	\$ 39,400.00
2	Pavement Sawcutting (All Depths)	1458	LF	\$ 25.00	\$ 36,450.00
3	Undercutting	214	CY	\$ 30.00	\$ 6,420.00
4	Excess Excavation (FM)	1820	CY	\$ 30.00	\$ 57,600.00
5	Select Backfill Material (LVM)	2784	CY	\$ 35.00	\$ 97,440.00
6	610 Crushed Limestone Subgrade (8" Thickness)	300	TON	\$ 100.00	\$ 30,000.00
7	8" SDR-26 PVC (All Depths) (Bedding Included)	720	LF	\$ 140.00	\$ 100,800.00
8	Manholes (Connections) All Depths	4	EA	\$ 1,000.00	\$ 4,000.00
9	Coating of Manholes (Epoxy or Polymeric Lining System)	36	VF	\$ 375.00	\$ 13,600.00
10	Asphalt Base Course Paving (BB-1) (3" Thickness)	110	TON	\$ 185.00	\$ 20,350.00
11	Asphalt Surface Course Paving (SC-1) (2" Thickness)	75	TON	\$ 220.00	\$ 16,500.00
12	Bore and Casing (0.25") with Spacers	15	LF	\$ 1,000.00	\$ 15,000.00
13	Sewer Bypass Pumping	30	DAY	\$ 100.00	\$ 3,000.00
14	TV 8" to 8" Diameter Sewer Main (Post Video)	720	LF	\$ 10.00	\$ 7,200.00
15	8" Lateral Tie-In	12	EA	\$ 800.00	\$ 9,600.00
16	TV & Normal Cleaning 8" Diameter Sewer Main (Downstream Lines)	600	LF	\$ 5.00	\$ 3,000.00
17	TV & Heavy Cleaning 8" Diameter Sewer Main (Downstream Lines)	200	LF	\$ 8.00	\$ 1,600.00
18	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00
19	Contingency Allowance	1	LS	\$ 25,000.00	\$ 25,000.00

TOTAL AMOUNT \$ 494,610.00

Approximate Location: 1417 Woodell Drive

*Bid is due Tuesday, July 21 by 3 pm

**Please submit EBO Plan and Bid/Performance Bond with Bid

***Timeframe to complete work is by end of September 2020

Version2_20200720

Utility Constructors, Inc.
 P.O. Box 13627
 Jackson, MS 39236

Signature

Title

Date

Certificate of Responsibility No. 16721-MC



**BID BOND
(Mississippi)**

KNOW ALL MEN BY THESE PRESENTS, that we Utility Constructors, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Blvd, Ste 1300 Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Jackson 200 S. President St. Jackson, MS 39205 as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for City of Jackson Emergency Sewer Repairs
1417 Wooddell Drive

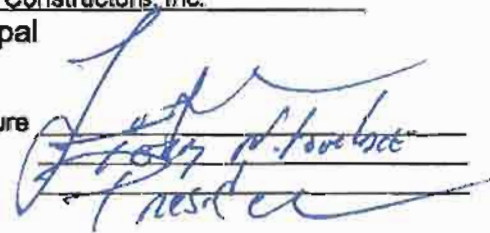
NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.


PROVIDED, FURTHER, unless the bid documents require that bid security remain in effect for a longer period of time, Surety shall have no liability hereon if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED and dated this 21st day of July, 2020

Utility Constructors, Inc.
Principal

Signature 
Name John P. Hoobace
Title President

SureTec Insurance Company

Signature 
Name John E. Marchetti
Title Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 21st day of November ; A.D. 2019 .

SURETEC INSURANCE COMPANY

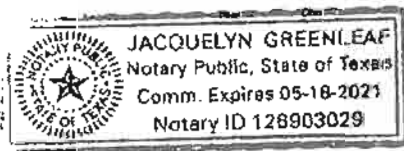
By: 
John Knox Jr., CEO


State of Texas
County of Harris

ss:



On this 21st day of November , A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of July, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CITY OF JACKSON, MISSISSIPPI

**Chokwe Antar Lumumba
Mayor**

**EQUAL BUSINESS OPPORTUNITY (EBO)
PLAN**

**Department of Planning and Development
Division of Equal Business Opportunity**

**200 South President Street
Jackson, Mississippi 39205-0017
(601) 960-1856**

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY EXECUTIVE
ORDER

LEGAL NOTICE

The City of Jackson is committed to the principle of non-discrimination in public contracting. It is the policy of the City of Jackson to promote full and equal business opportunity for all persons doing business with the City. As a pre-condition to selection, every contractor, bidder or offeror shall submit a *completed* and *signed* Equal Business Opportunity (EBO) Plan with the bid submission, in accordance with the provisions of the City of Jackson's Equal Business Opportunity (EBO) Executive Order. Failure to comply with the City's Executive Order shall disqualify a contractor, bidder or offeror from being awarded an eligible contract.

For more information on the City of Jackson's Equal Business Opportunity Program, please contact the Division of Equal Business Opportunity at 960-1856. Copies of the EBO Executive Order EBO Plan Application, EBO Program, the MBE/FBE Directory and the MBE/FBE Certification Affidavit are available at 200 South President Street, Suite 223, Jackson, Mississippi.



(EBO FORM 7-1-2013)

EQUAL BUSINESS OPPORTUNITY SPECIAL NOTICE TO BIDDERS

POLICY

The City of Jackson is committed to the principle of non-discrimination in public contracting. Therefore, the City of Jackson requests that prospective vendors and contractors carefully examine their method of selecting subcontractors and suppliers, to ensure that they are not either actively, or passively, discriminating against MBEs and FBEs. As a bidder seeking to do business with the City of Jackson, you are expected to adhere to a policy of non-discrimination, and to make the maximum practicable effort to ensure that historically underutilized firms are given an opportunity to participate in the performance of contracts financed in whole, or in part, with City funds.

DEFINITIONS

For purposes of this policy, the following definitions will apply:

- (1) "African American Business Enterprise (AABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more African Americans and certified as such by the Division of Business Development.
- (2) "Asian American Business Enterprise (ABE)" shall mean a business that is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more Asian Americans, and certified as such by the Division of Business Development.
- (3) "Hispanic Business Enterprise (HBE)" shall mean a business that is an independent and continuing enterprise for profit performing a commercially useful function and is owned and controlled by one or more Hispanics, and certified as such by the Division of Business Development.
- (4) "Minority Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function as is owned and controlled by one or more non-White persons regardless of gender.
- (5) "Female Business Enterprise (FBE)" shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females regardless of any race and certified as such by the City of Jackson's Division of Business Development.

OBLIGATION

The Contractor and any Subcontractor shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. If it is determined that there is a significant underutilization of MBEs and FBEs, the Equal Business Opportunity Officer is empowered, pursuant to section 127-8 of the Equal Business Opportunity Executive Order, to conduct an investigation to determine the reasons for the underutilization.

GOALS

The goals for participation by MBEs and FBEs are established by the Equal Business Opportunity Executive Order of the City of Jackson. The Contractor shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs. (See Subcontractor/Supplier Participation guidelines below.)

The Equal Business Opportunity participation goals are as follows:

PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services	0.16	8.57	0.00	0.00	1.96
Construction	0.00	12.41	0.37	0.00	4.89
Goods & Non-Professional Services	0.04	6.78	0.02	0.00	3.03

Those portions of the contract that are proposed for MBEs and FBEs in the response to this bid shall be listed on the attached Equal Business Opportunity Plan.

ALL PROPOSED MINORITY/FEMALE BUSINESS ENTERPRISE FIRMS MUST BE CERTIFIED WITH THE CITY OF JACKSON'S BUSINESS DEVELOPMENT DIVISION AT THE TIME OF BID SUBMISSION IN ORDER TO BE UTILIZED IN THE EQUAL BUSINESS OPPORTUNITY PLAN.

For specific information about the Equal Business Opportunity Plan, please contact the Office Equal Business Opportunity at (601) 960-1856.

*Non-white female firms cannot be utilized twice on the EBO Plan even though those firms can be certified as either ABE, AABE, HBE, NABE, FBE or both. The firm can only be utilized in one category to fulfill the minority participation goals on the EBO Plan.

Contractors may employ certified AABEs, HBES, ABEs or FBEs to meet the applicable project goals through various methods, as follows:

A. Subcontractor Participation

- (i) Where a prime contractor utilizes one or more subcontractors to satisfy its equal business opportunity commitment, the prime contractor may count toward its EBO Plan only expenditures to MBE (AABE, HBE, or ABE) or FBE contractors that perform a commercially useful function in the work of the contract.
- (ii) An MBE or FBE subcontractor is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In determining whether an MBE or FBE subcontractor, is performing a commercially useful function, factors, including but not limited to the following, will be considered:
 - (a) the amount of work subcontracted;
 - (b) the type of prime contract;
 - (c) whether the business has the skill and expertise to perform work for which it is being/has been certified;

- (d) whether the business actually performs, manages and supervises the work for which it is being/has been certified; and
 - (e) whether the business purchases goods and/or services from a non-minority/women business enterprise and simply resells goods to the city, city contractor, or other person doing business with the city for the purpose of allowing those goods to be counted towards fulfillment of the minority/women business enterprise utilization goals.
 - (f) standard industry practices.
- (iii) Consistent with standard industry practices, an MBE or FBE subcontractor may enter into second tier subcontracts. If an MBE or FBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-minority, non-female owned firm than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or FBE subcontractor is not performing a commercially useful function.

B. Suppliers Participation

Where a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, in whole or in part, the MBE or FBE supplier participation may be credited towards the applicable goal as follows:

- (i) 100 percent of the contract amount for MBE or FBE suppliers who manufacture the goods supplied.
- (ii) 100 percent of the contract amount for MBE and FBE suppliers who are wholesalers warehousing the goods supplied or who are manufacturers* representatives, provided that only 25 percent of the applicable MBE or FBE goal may be attained by non-manufacturing supplier contracts to MBEs or FBEs.
- (iii) For those contracts where an extraordinarily large proportion of the contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the 25 percent limit for suppliers may be increased, or a combination of these two methods may be utilized.

C. Joint Ventures and Mentor-Protégé Programs

- (i) The Division of Equal Business Opportunity shall encourage, where economically feasible, the establishment of joint ventures and mentor protégé programs to ensure prime contracting opportunities for African American, Hispanic, Asian American, Native American and Female Business Enterprises on all eligible projects over \$3,000,000.00. Even if the prime itself is a MBE, a joint venture between prime contractors and MBEs is strongly encouraged on all projects exceeding three million dollars (\$3,000,000.00).
- (ii) Where a contractor engages in a joint venture to satisfy its Equal Business Opportunity Commitment, the Equal Business Opportunity Officer shall review and approve all contractual agreements regarding:
 - (a) The initial capital investment of each venture partner;
 - (b) The proportional allocation of profits and losses to each venture partner;
 - (c) The sharing of the right to control the ownership and management of the joint venture;
 - (d) Actual participation of the venture partners in the performance of the contract;

- (e) The method of and responsibility for accounting;
- (f) The methods by which disputes are resolved; and
- (g) Other pertinent factors of the joint venture.

On the basis of these factors, the Equal Business Opportunity Officer shall determine the degree of AABE, HBE, ABE, or FBE participation resulting from the joint venture that may be credited towards the applicable EBO goals of the project.

The bidder or offeror shall provide the Equal Business Opportunity Officer access to review all records pertaining to joint venture agreements before and after the award of a contract reasonably necessary to assess compliance with this policy.

The Equal Business Opportunity Program also encourages Mentor-Protégé programs to assist African American, Hispanic, Asian American, and Female business enterprises in financing, bonding, construction management and technical assistance. Mentor-Protégé agreements will be reviewed by the Equal Business Opportunity Officer for final approval of the following terms of each agreement:

- (a) type of technical assistance to be provided by mentor;
- (b) rights and responsibilities of each mentor and protégé contracting activity;
- (c) the specific duration of the agreement;
- (d) the amount of participation by the protégé that may be credited toward the applicable EBO goal.

EQUAL BUSINESS OPPORTUNITY PLAN

In accordance with Section IV of the City of Jackson's Equal Opportunity Executive Order No. 2015 - 3, each contractor, bidder or offeror shall submit a completed and signed Equal Business Opportunity Plan with bid submission. Such plan should be titled "Equal Business Opportunity Plan (EBO Plan)" and should include the following:

- A. Names, addresses and contact persons of each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise to be used in the contract.
- B. The type of work or service each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise will perform.
- C. The dollar value of the work or service to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.
- D. Scope of the work to be performed by each African American Business Enterprise, Asian Business Enterprise, Hispanic Business Enterprise, and Female Business Enterprise.

Waiver

If the EBO Plan does not meet the project goals, the bidder or offeror must seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals must include full documentary evidence of the bidder's or offeror's good faith efforts (*see EBO Plan Application*) to meet the

project goals and why the request for waiver should be granted. The application shall be in writing and submitted as a part of the bid or offer. It should include a narrative, affidavits and/or exhibits which verify the actions taken by the bidder or offeror to meet the goals.

Replacement

If a MBE/FBE Subcontractor cannot perform satisfactorily, the Contractor shall take all necessary reasonable steps to replace the Subcontractor with another MBE/FBE Contractor. All MBE/FBE replacements must be approved by the EBO Review Committee and the Department. *(See EBO Plan Application)*

To demonstrate necessary reasonable efforts to replace any Subcontractor that is unable to perform successfully, the Contractor must document steps taken to subcontract with another MBE/FBE Contractor.

CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. Company Name: Utility Constructors, Inc.
Address: P.O Box 13627
City: Jackson State: MS ZIP Code: 39209
Telephone: (601) 922-9355
E-mail: tlovelace@uci-ms.com

II. Bid Name and Number: Wooddell Drive Emergency Sewer Repair

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: **(SEE ATTACHMENTS)**
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(I) of the EBO Executive Order No 2014-3

IV. Total Bid Amount: \$ \$494,810⁰⁰

V. WAIVER REQUESTED ... *(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required "WAIVER STATEMENT". The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)*

*** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:**

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 - 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 - 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
 - 4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.

5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*


PROCUREMENT CATEGORY	Asian (ABE)	African- American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction	0	13.9	2.7	0	5.2
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.



Authorized Signature and Title

July 21, 2020

Date

PRINT "AUTHORIZED" NAME HERE: Terry N. Lovelace

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION – ATTACHMENT
Proposed Minority/Female Business Enterprise Firms

Company Name: Larry McBeth Trucking Company Type Trade/Business: Trucking, Select Fill, Haul off, Limestone

Address: 577 Storm Road

City, State, ZIP: Lena, MS 39094

Contact Person: Larry McBeth

Telephone Number: (601) 720-0901

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Mentor-Protégé |

Type Work or Service to be Performed: Trucking, Select Fill, Haul off, Limestone

Scope of Work to be Performed: Trucking, Select Fill, Haul off, Limestone

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 64,325⁰⁰

Percentage of MBE and/or FBE Participation: 13.9 %

Company Name: 3-J Dirtwork Type Trade/Business: SWPPP

Address: 708 W. Main Street

City, State, ZIP: Utica, MS 39175

Contact Person: Homer Jimenez

Telephone Number: (601) 673-2535

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Mentor-Protégé |

Type Work or Service to be Performed: SWPPP

Scope of Work to be Performed: SWPPP

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 9862⁰⁰

Percentage of MBE and/or FBE Participation: 2.3 %

Company Name: Franklin Paving, Inc.

Type Trade/Business: Asphalt, Paving & Concrete

Address: 5247 Greenway Drive, Suite B

City, State, ZIP: Jackson, MS 39204

Contact Person: Traci Lewis

Telephone Number: (601) 922-9903

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Asphalt, Paving & Concrete

Scope of Work to be Performed: Asphalt, Paving & Concrete

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ 24,740

Percentage of MBE and/or FBE Participation: 5%

Company Name: _____

Type Trade/Business: _____

Address: _____

City, State, ZIP: _____

Contact Person: _____

Telephone Number: _____

Type Minority Business (MBE/FBE):

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: _____

Scope of Work to be Performed: _____

Dollar Value of the Work to Be Performed by the Minority Business (MBE and/or FBE): \$ _____

Percentage of MBE and/or FBE Participation: _____ %

CONSENT OF THE SHAREHOLDERS OF
Utility Constructors, Inc.
TO ACTION WITHOUT A MEETING
March 12, 2020

The undersigned, being all of the shareholders of Utility Constructors, Inc. (the "Corporation") do hereby consent to the following resolutions by signing their written consent hereto:

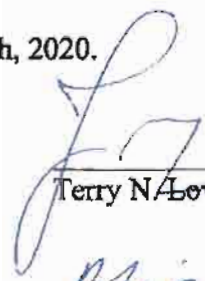
RESOLVED, that for the next fiscal year the directors of the Corporation shall be as follows: Terry N. Lovelace, and Michael Loflin,


And

FURTHER RESOLVED, that all corporate actions undertaken by the corporate officers since the date of the last meeting of the shareholders are hereby ratified, approved and confirmed.

That pursuant to Section 79-4-7.04 of the Mississippi Code of 1972, as amended, all of the shareholders entitled to vote on the actions hereinabove have signed this consent, or a duplicate thereof, evidencing their consent to the action taken, and have delivered same to the Corporation for inclusion in the minutes or filing with the corporate records.

Dated as of the 12th day of March, 2020.


Terry N. Lovelace


Michael Loflin

OFFICE OF THE CITY ATTORNEY
8/18/20
TCL

ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF 2020 GRANT AGREEMENTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, AND 3-28-0038-021-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE PURPOSE OF PAYING OR REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR CERTAIN DIRECT COSTS IN CONNECTION WITH THE FOLLOWING PROJECTS AT HAWKINS FIELD AIRPORT (“HKS”) AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“JAN”): (I) PAVEMENT MANAGEMENT PLAN PROJECT AT JAN; (II) REPLACE WEST CONCOURSE ROOF PROJECT AT JAN; (III) PAVEMENT MANAGEMENT PLAN PROJECT AT HKS; AND (IV) REHABILITATE TAXIWAY DELTA, RECONSTRUCT TAXIWAY LIGHTING, AND RECONSTRUCT PERIMETER FENCING PROJECTS AT HKS.

WHEREAS, the Jackson Municipal Airport Authority (“JMAA”) has applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”) for Airport Improvement Program (“AIP”) Grants to cover a portion of the direct costs of improvements related to the following projects at Hawkins Field Airport (HKS) and Jackson-Medgar Wiley Evers International Airport (JAN) (together “Airports”): (i) “Conduct or Update Miscellaneous Study (Pavement Management Plan)” Project at JAN; (ii) “Improve/Modify/Rehabilitate Terminal Building (Replace West Concourse Roof)” Project at JAN; (iii) “Conduct or Update Miscellaneous Study (Pavement Management Plan)” Project at HKS; and (iv) “Rehabilitate Taxiway Delta (Mill and Overlay), Reconstruct Taxiway Lighting (Alpha, Bravo, Charlie, (Design Only)), and Reconstruct Perimeter Fencing not Required by 49 CFR 1542” Projects at HKS (collectively the “Projects”); and

WHEREAS, in response to the JMAA’s applications for 2020 Federal Aviation Administration Federal Assistance Grants as to JAN and HKS, the FAA offered to JMAA, FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020 for at least \$1,795,603.00; and

WHEREAS, the Board of Commissioners of JMAA resolved to accept FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, and authorized JMAA’s Chief Executive Officer and JMAA’s Board Counsel to execute certain documents and assurances as required; and

WHEREAS, FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports, will be for at least \$1,795,603.00; and

WHEREAS, the City of Jackson, MS (“City”), as the local government sponsor of JMAA, is required to execute multiple copies of FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-

Agenda Item #69
August 18, 2020
(Howard, Lumumba)

2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020 with the FAA, and therefore, the City Council ("Council") of Jackson needs to authorize the Mayor and City Attorney of the City to execute the Grant Agreements for FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020

NOW, THEREFORE, IT IS HEREBY ORDERED that the City shall act as the local government sponsor, along with JMAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, for purposes directly related to providing for the allowable costs incurred to accomplish the Projects at the Airports; and

IT IS FURTHER ORDERED that no funds of the City are to be expended in connection herewith; and

IT IS FURTHER ORDERED that the Mayor of the City, or his designee, and the City Attorney of the City are authorized to execute and certify, respectively, on behalf of the City, as Co-Sponsor with JMAA, multiple copies of the Grant Agreement with the FAA, in connection with FAA 2020 AIP GRANTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, and 3-28-0038-021-2020, which provide for the allowable costs incurred to accomplish the Projects at the Airports.

By: Howard, Lumumba

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY

ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF 2020 GRANT AGREEMENTS NUMBERS 3-28-0037-055-2020, 3-28-0037-56-2020, 3-28-0038-020-2020, AND 3-28-0038-021-2020, WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE PURPOSE OF PAYING OR REIMBURSING THE JACKSON MUNICIPAL AIRPORT AUTHORITY FOR CERTAIN DIRECT COSTS IN CONNECTION WITH THE FOLLOWING PROJECTS AT HAWKINS FIELD AIRPORT ("HKS") AND JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT ("JAN"): (I) PAVEMENT MANAGEMENT PLAN PROJECT AT JAN; (II) REPLACE WEST CONCOURSE ROOF PROJECT AT JAN; (III) PAVEMENT MANAGEMENT PLAN PROJECT AT HKS; AND (IV) REHABILITATE TAXIWAY DELTA, RECONSTRUCT TAXIWAY LIGHTING, AND RECONSTRUCT PERIMETER FENCING PROJECTS AT HKS is legally sufficient for placement in NOVUS Agenda.



Tim Howard, *City Attorney*
James Anderson, Jr., *Senior Deputy City Attorney* *jaj*

8/12/20

DATE

**ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE
THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1803986-R-0500 PENDING
BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION**

OFFICE OF THE CITY ATTORNEY
JUL 12 2018

WHEREAS, on October 5, 2017, the City of Jackson was a qualified self-insurer of benefits payable under the Mississippi Workers Compensation Act; and

WHEREAS, on October 5, 2017, an employee of the Public Works Department reported sustaining an injury to the lumbar region of the body when lifting trash from a tall can; and

WHEREAS, the claim was accepted, and the City commenced providing medical benefits; and

WHEREAS, a Notice of Controversion was filed on July 12, 2018 by the City's third party administrator stating that the Claimant had reached maximum medical improvement and did not require medical treatment; and

WHEREAS, the employee contended that she had not achieved maximum medical improvement and desired additional medical treatment; and

WHEREAS, the employee retained an attorney to represent her in a claim for benefits before the Mississippi Workers Compensation Commission; and

WHEREAS, the third party administrator's conclusion that the employee did not require additional medical treatment was based on a report received from a physician performing an independent medical evaluation on June 2, 2018 at the request of the third party administrator; and

WHEREAS, the employee's treating physician evaluated the employee after the independent medical evaluation and referred her to a physical medicine physician and stated that he would defer to physical medicine for continued care and work restrictions; and

WHEREAS, there is disputed medical opinion on whether the employee had reached maximum medical improvement at the time of the independent evaluation; and

WHEREAS, the employee reported that she was restricted from work for a period of time and was not paid indemnity benefits pursuant to the Act; and

WHEREAS, the Office of the City Attorney entered into negotiations with the employee's counsel for the purpose of minimizing the City of Jackson's self-insured exposure for indemnity and medical benefits; and

WHEREAS, the employee remains employed by the City of Jackson and agreed to accept the sum of \$5,000.00 in full and complete satisfaction of all claims for benefits and medicals arising out of the October 5, 2017 incident; and

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August 18, 2020
(Howard Lumumba)

WHEREAS, compromise and settlement of the claim is subject to the approval of the Mississippi Workers Compensation Commission; and

WHEREAS, the best interest of the City of Jackson would be served by compromising and settling the claim pending before the Commission concerning the subject employee by payment of the sum of \$5,000.00;

IT IS HEREBY ORDERED that the Office of the City Attorney is authorized to compromise and settle the employee's claim for permanent partial disability benefits and medicals pending in MWCC # 1803986-R-0500-E 24 subject to approval of the Mississippi Workers Compensation Commission;

IT IS FURTHER HEREBY ORDERED that the Office of the City Attorney and the Department of Finance and Administration shall be authorized to pay sums required by Orders of the Commission related to the settlement and to do those acts required to comply with the Mississippi Workers Compensation Act, the Mississippi Workers Compensation Commission, and the tenor of this order.

Lumumba, Howard

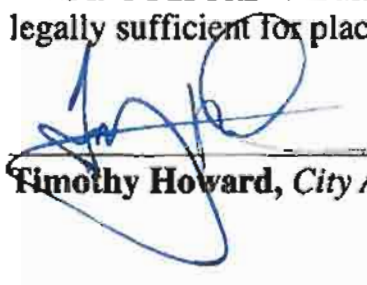
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-0756

OFFICE OF THE CITY ATTORNEY
8/13/29

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF MUNICIPAL EMPLOYEE IN MWCC # 1803986-R-0500 PENDING BEFORE THE MISSISSIPPI WORKERS COMPENSATION COMMISSION is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

8/13/29

Date

[Handwritten Signature]
CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "AMGUARD INSURANCE COMPANY A/S/O JP INVESTMENTS, LLC D/B/A VALERO GAS VS. CITY OF JACKSON" IN THE COUNTY COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 20-224

WHEREAS, on January 14, 2020, a Complaint was filed naming the City of Jackson, Mississippi as Defendant, alleging the negligence styled, "*AmGuard Insurance Company a/s/o JP Investments, LLC d/b/a Valero Gas vs. City of Jackson*" *In The County Court of Hinds County, Mississippi, First Judicial District, Cause No. 20-224*; and,

WHEREAS, on July 23, 2020, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit "*AmGuard Insurance Company a/s/o JP Investments, LLC d/b/a Valero Gas vs. City of Jackson*," *in the County Court of Hinds County, Mississippi, First Judicial District, Cause No. 20-224*; and,

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve this matter with AmGuard Insurance Company and its attorney Charles P. Henley, Jr., Lotterhos & Henley, PLLC, 1910 Lakeland Drive, Jackson, Mississippi 39205, in return for a complete release of the City of Jackson, Mississippi and Entry of an Agreed Order of Dismissal; and,

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson; and,

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter in an amount not to exceed Four Thousand Dollars and 00/100ths (\$4,000.00).

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed Four Thousand Dollars and 00/100ths (\$4,000.00) to AmGuard Insurance Company a/s/o JP Investments, LLC d/b/a Valero Gas and its attorney Charles P. Henley, Jr., Henley, Lotterhos & Henley, PLLC, 1910 Lakeland Drive, Jackson, Mississippi 39216, in return for a complete release of the City of Jackson from any and all liability.

APPROVED FOR AGENDA:	INITIALS	DATE
LEGAL	_____	_____
FINANCE	_____	_____
Budgeted: _____ yes _____ no Acct# 018.518.20-6722		
CAO	_____	_____
MAYOR'S OFFICE	_____	_____


Agenda Item #71
August 18, 2020
(Howard, Lumumba)

Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "AMGUARD INSURANCE COMPANY A/S/O JP INVESTMENTS, LLC D/B/A VALERO GAS VS. CITY OF JACKSON" IN THE COUNTY COURT OF HINDS COUNTY, MS FIRST JUDICIAL DISTRICT; CAUSE NO.: 20-224" is legally sufficient for placement in NOVUS Agenda.


Tim Howard, *City Attorney*

Romaine L. Richards, *Legal Counsel* 

8/12/20
DATE

OFFICE OF THE CITY ATTORNEY
LW/MS

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SUPERIOR ASPHALT INC. VS. THE CITY OF JACKSON" IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI; Civil Action No.: 19-478.

WHEREAS, the City of Jackson received bids on August 23, 2016 for the construction of the Major Streets Resurfacing Project with Superior Asphalt, Inc. being the lowest and best bidder; and

WHEREAS, a final inspection was held by City of Jackson personnel on April 17, 2018 and May 8, 2018; and the Surety, Fidelity & Deposit Company of America and Travelers Casualty and Surety Company of America has authorized release and payment of all monies due under this contract; and

WHEREAS, on July 1, 2019, a Complaint was filed naming the City of Jackson, Mississippi as Defendant, alleging that the City breached the contract it entered into with Superior Asphalt Inc. due to the City's failure to submit payment of their final invoice, in the matter styled, "Superior Asphalt Inc. v. City of Jackson", In the Circuit Court of Hinds County, Mississippi, Civil Action No. 19-478; and,

WHEREAS, the Office of the City Attorney is recommending that the City fully and finally resolve this matter with the Plaintiff and their attorney Michael Baxter, and conclude this contract by approving the reduced negotiated amount of \$1,084,000.00, publishing the notice of acceptance of said project, and commencing of the one-year warranty period, in return for a complete release of the City and Entry of an Agreed Order of Dismissal; and,

WHEREAS, based on economic value to the City and without admitting any liability, it is in the best interest of the City of Jackson, Mississippi that the City of Jackson resolve this matter and settle the Plaintiff's claims in an amount not to exceed \$1,084,000.00.

IT IS, THEREFORE, ORDERED, that final payment to the contract of Superior Asphalt, Inc., in the amount of \$1,084,000.00 is hereby authorized for the Major Streets Resurfacing Project.

IT IS FURTHER ORDERED, by the City Council of the City of Jackson, Mississippi, that the City of Jackson, Mississippi pay a total sum not to exceed \$1,084,000.00 to Superior Asphalt, Inc. and their attorney Michael Baxter in return for a complete release of the City from any and all liability.

IT IS FURTHER ORDERED, that publication of the Notice of Completion, the commencement of the one-year warranty period, and the execution of any and all documents necessary to close out the project is authorized for the Major Streets Resurfacing Project, City Project No. 16B406-901.

Agenda Item #72
August 18, 2020
(Howard, Lumumba)

Post Office Box 2779
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OFFICE OF THE CITY ATTORNEY
[Handwritten Signature]

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "SUPERIOR ASPHALT, INC. V. CITY OF JACKSON" IN THE HINDS COUNTY CIRCUIT COURT; Cause No.: 19-478 is legally sufficient for placement in NOVUS Agenda.

[Handwritten Signature]

Tim Howard, *City Attorney*
LaShundra Jackson-Winters, *Deputy City Attorney*

[Handwritten Signature]

8/12/20
DATE

RESOLUTION TO CONDUCT A STUDY AND EXECUTE A STRATEGY TO PROVIDE FREE HEALTH INSURANCE FOR ALL CITY OF JACKSON EMPLOYEES AND THEIR DEPENDENTS

WHEREAS, Access to comprehensive, quality health care services is important for promoting good health, reducing unnecessary disability, preventing premature death, and achieving health equity for all Americans.

WHEREAS, Health insurance provides protection from the financial burden of an unexpected medical bill, as well as preventive care to help keep you healthy.

WHEREAS, Health insurance is the foundation most comprehensive benefits package for employees and often serve as both a recruitment and retention tool.

WHEREAS, In recent years, because of health care cost increases, employees are paying an increased percentage of the cost of their health insurance premiums, usually through a payroll deduction, thus negatively affecting take-home pay for employees.

WHEREAS, Many businesses are taking advantage of the benefits of comprehensive health care. Those benefits include higher employee job satisfaction, and healthier, more productive employees.

WHEREAS, Providing free health insurance will help ease some of the financial burden on the City of Jackson employees created by the pandemic.

NOW, THEREFORE BE IT RESOLVED, That the City of Jackson will conduct a study and execute a strategy to provide free health insurance for all City of Jackson employees and their dependents.

Agenda Item #73
August 18, 2020
Stamps

DISCUSSION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI PROCLAIMING A LOCAL EMERGENCY AND DECLARING THE CITY OF JACKSON, MISSISSIPPI A DISASTER AREA FROM MARCH 16, 2020 AND GOING FORWARD

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. Sec. 1601, *et seq.*, and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. Sec. 1320b-5), declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, on March 16, the Mayor of the City of Jackson, Mississippi, pursuant to Section 45-17-3 of the Mississippi Code of 1972, as amended, executed and declared a civil emergency proclamation in the wake of the Coronavirus pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the City of Jackson, Mississippi significantly impacts the life and health of the citizens of the City of Jackson, as well as the economy of the City; and

WHEREAS, the risk of the spread of COVID-19 within the City of Jackson, Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within the City of Jackson; and

WHEREAS, Hinds County has the highest number of cases reported for COVID-19 in the State of Mississippi, at 415 as of April 25, 2020; and

WHEREAS, the City of Jackson is situated in Hinds County, Mississippi and may reasonably be presumed to have a substantial number of the cases reported for Hinds County, Mississippi; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code of 1972, as amended, allows for a local emergency as defined in Section 33-15-5 – which expressly includes an epidemic – to be proclaimed by a governing body of a municipality; and

WHEREAS, the Jackson City Council finds that such local emergency exists within the geographical limits of the City of Jackson; and

WHEREAS, the emergency arising out of the public health crisis associated with COVID-19 continues to threaten the public health, safety, and welfare of the citizens of the City of Jackson.

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 33-15-17(d) of the Mississippi Code of 1972, as amended, it is hereby resolved and proclaimed that a state of local emergency exists throughout the City of Jackson, Mississippi, and the areas encompassed by the boundaries of the City of Jackson are hereby declared an area of local emergency and disaster beginning March 16, 2020.
2. Said local emergency and emergency disaster area are deemed to continue to exist and the Jackson City Council will review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated by the Jackson City Council.

Discussion Item #74
August 18, 2020
(City Council)