



REVISED

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
December 7, 2021
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. MINISTER TRACIE COUSIN OF CHRIST TABERNACLE CHURCH

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

INTRODUCTION OF ORDINANCES

2. ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES, ARTICLE II SECTIONS 86-51 THROUGH 86-62, CITED AS THE "CITY OF JACKSON CURFEW ORDINANCE". (STOKES)
3. ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL. (JACKSON CITY COUNCIL)

ADOPTION OF ORDINANCE

4. ORDINANCE AMENDING SECTIONS 122-234, -235, AND -268 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI. (KING, LUMUMBA)
5. ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES. (KING, LUMUMBA)

REGULAR AGENDA

6. CLAIMS (HORTON, LUMUMBA)
7. PAYROLL (HORTON, LUMUMBA)

8. **ORDER AUTHORIZING THE MAYOR TO REAPPOINT MICHAEL BURTON TO THE CAPITAL CITY CONVENTION CENTER COMMISSION. (LUMUMBA)**
9. **ORDER REAPPOINTING MICHAEL BURTON TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE HOTEL COMMUNITY REPRESENTATIVE. (LUMUMBA)**
10. **ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE CAPITAL CITY CONVENTION CENTER COMMISSION. (LUMUMBA)**
11. **ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE. (LUMUMBA)**
12. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF TAUREAN BUCHANAN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
13. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF HENRY C. CLAY III, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
14. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFFERY P. REYNOLDS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
15. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JUNE HARDWICK, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
16. **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ALI SHAMSIDDEEN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO APPOINT CHARLES TAYLOR TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD. (LUMUMBA)**
18. **ORDER AUTHORIZING PAYMENT TO BEGLEY LAW FIRM, PLLC. (LUMUMBA)**
19. **RESOLUTION DECLARING THE INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO EXTEND TO JULY 1, 2027, THE JACKSON CONVENTION & VISITORS BUREAU AND THE ONE PERCENT (1%) LEVY OF A TOURIST AND CONVENTION TAX ON RESTAURANTS, HOTELS, AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE JACKSON CONVENTION AND VISITORS BUREAU. (LUMUMBA)**
20. **RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)**
21. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KAOTIC MUZIK GROUP TO PROVIDE CINEMATOGRAPHY AND PHOTOGRAPHY SERVICES FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021. (WRIGHT, LUMUMBA)**
22. **ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY**

SERVICES, INC., FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER, AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME. (KIDD, LUMUMBA)

23. **ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL LEAGUE OF CITIES STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) REQUEST FOR MICRO-GRANT AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT. (KIDD, LUMUMBA)**
24. **ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL LEAGUE OF CITIES STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) REQUEST FOR MICRO-GRANT AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT. (KIDD, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI FOR THE SUBMISSION AND ACCEPTANCE OF THE FY 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$247,212.00. (DAVIS, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. TO PROVIDE TASERS FOR POLICE OFFICERS THIS TECHNOLOGY WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME. (DAVIS, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE TO ANY AND ALL ANIMALS LOCATED AT THE JACKSON ZOO, FOR THE SUM OF TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH, BEGINNING NOVEMBER 1, 2021 AND ENDING NOVEMBER 30, 2022. (WARD 5) (HARRIS, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH THE JXN MUSIC GROUP AND THE DEPARTMENT OF PARKS AND RECREATION, FOR THE ACCEPTANCE OF A TEN THOUSAND DOLLAR (\$10,000.00) VENUE RENTAL FEE, TO ASSIST WITH THE JACKSON SOULFUL SERIES JXN FEST EVENT, TO BE HELD AT BUDDY BUTTS PARK, MAY 25-31, 2022. (WARD 4) (HARRIS, LUMUMBA)**
29. **ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE INCREASING THE SUB-AWARD GRANT FROM \$132,431.00 TO**

- \$165,540.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER. (HILLMAN, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
 31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC., TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS) (HILLMAN, LUMUMBA)**
 32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH ENTERGY MISSISSIPPI, LLC, FOR POLE ATTACHMENTS RELATED TO REAL TIME CRIME CENTER CAMERAS ON STRUCTURES OWNED BY ENTERGY MISSISSIPPI, LLC. (HILLMAN, LUMUMBA)**
 33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH HINDS COUNTY HUMAN RESOURCE AGENCY TO PROVIDE A TRANSIT WAIVER TO HINDS COUNTY HUMAN RESOURCE AGENCY TO TRANSPORT HINDS COUNTY RE-ENTRY PROGRAM PARTICIPANTS THROUGHOUT HINDS COUNTY, INCLUDING THE CITY OF JACKSON METRO AREA. (HILLMAN, LUMUMBA)**
 34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDERS AND RELATED DOCUMENTS TO PROCURE TEN (10) MOBILE SURVEILLANCE CAMERA SYSTEMS FROM ANGELTRAX TO BE INSTALLED IN THE TEN (10) NEW BUSES PURCHASED AND RECEIVED FOR THE CITY OF JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (HILLMAN, LUMUMBA)**
 35. **ORDER RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SAID VENDOR. (HILLMAN, LUMUMBA)**
 36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE J.H. FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, SRF# DWI-L250008-02. (CITYWIDE) (KING, LUMUMBA)**
 37. **ORDER AUTHORIZING A PROFESSIONAL DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH EJES, INCORPORATED TO ASSIST WITH REHABILITATION OF THE SANITARY SEWER COLLECTION SYSTEM. (CITYWIDE) (KING, LUMUMBA)**

38. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT BETWEEN THE CITY OF JACKSON AND ENTERGY MISSISSIPPI, LLC, FOR PRIMARY PURPOSE OF PROVIDING ELECTRICAL SERVICE TO FIRE STATION #20. (WARD 3) (KING, LUMUMBA)**
39. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH VOLKERT, INC., FOR THE TERRY ROAD CANY CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108071. (WARD 6 AND 7) (KING, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF LEWIS ELECTRIC, INC., AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE SOUTH JACKSON TRAFFIC SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(049) LPA/107545. (WARDS 4 AND 7) (KING, LUMUMBA)**
41. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC., FOR THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NO. STP-6928-00(014)LPA/108073. (WARD 7) (KING, LUMUMBA)**
42. **ORDER RATIFYING THE PROCUREMENT OF EQUIPMENT REPAIR SERVICES FROM THOMPSON BROTHERS DRILLING, INC., FOR EMERGENCY REPAIRS TO THE TV ROAD WELL. (KING, LUMUMBA)**
43. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(052) LPA/108072. (WARDS 3 AND 7) (KING, LUMUMBA)**
44. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108070. (WARD 7) (KING, LUMUMBA)**
45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY. (C.MARTIN, LUMUMBA)**
46. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2022. (STOKES)**
47. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA CELEBRATION. (STOKES)**
48. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS. (STOKES)**
49. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN**

50. **SUPPORT OF THE 2022 REVEREND DR. MARTIN LUTHER KING, JR. BIRTHDAY CELEBRATION OBSERVANCE. (STOKES)
RESOLUTION ADOPTING THE 2022 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL. (JACKSON CITY COUNCIL)**
51. **ORDER AUTHORIZING PERSONNEL ACTIONS. (S. JORDAN)**
52. **ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY, FOR A VERISIGHT PRO PLUS 60M (200FT) SYSTEM WITH WHEEL KIT, TO INSPECT DRAINAGE ISSUE THROUGHOUT THE CITY OF JACKSON. (ALL WARDS) (KING, LUMUMBA)**
53. **ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0037-061-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS. (C.MARTIN, LUMUMBA)**
54. **ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0038-026-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS. (C.MARTIN, LUMUMBA)**

DISCUSSION

55. **DISCUSSION: NEW BUS PLAN (LINDSAY)**
56. **DISCUSSION: SOCIAL WORKERS (STOKES)**
57. **DISCUSSION: KEYSHIA SANDERS (STOKES)**
58. **DISCUSSION: C.O.P.S GRANT (FOOTE)**
59. **DISCUSSION: SOLID WASTE RATE INCREASE (C. MARTIN)**
60. **DISCUSSION: PROPOSED MODIFIED CONSENT DECREE (WATER/SEWER RATE INCREASE) (C. MARTIN)**
61. **DISCUSSION: SOLID WASTE COLLECTION RFP UPDATE (C. MARTIN)**
62. **DISCUSSION: PENDING LITIGATION (C. MARTIN)**

63. **DISCUSSION: PERSONNEL MATTER (LUMUMBA)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

ORDINANCE OF THE CITY OF JACKSON, MISSISSIPPI
RE-ENACTING JACKSON, MISSISSIPPI CODE OF ORDINANCES,
ARTICLE II SECTIONS 86-51 THROUGH 86-62, CITED AS THE
“CITY OF JACKSON CURFEW ORDINANCE”

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

WHEREAS, the re-enactment of the “City of Jackson Curfew Ordinance” is made necessary and has been overwhelmingly desired by the citizens of the City of Jackson because of a rise in the incidents of crimes, including, violence, robberies, and murders allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the Jackson City Council proactively legislates this re-enactment of the Curfew Ordinance as a preemptive step to prevent the escalation of the acts of crime and violence allegedly being committed by a growing number of youth in the City of Jackson; and

WHEREAS, the “City of Jackson Curfew Ordinance” is hereby re-enacted as follows:

[ARTICLE II. CURFEW]

Sec. 86-51. Short title to article.

This article shall be known and may be cited as the "City of Jackson Curfew Ordinance."

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Intro. of Ordinances
Agenda Item #2
Agenda Date December 7, 2021
(Stokes)

Sec. 86-52. Purpose and findings of article.

The City Council of the City of Jackson has determined that juveniles have been congregating in the city causing general disturbances to residents, and contributing to an excessive number of incidents of drug and alcohol related crimes, thefts, homicides and assaults, including a high percentage of crimes committed by and against juveniles; and

The City Council of the City of Jackson finds and determines that special and extenuating circumstances presently exist within this city that call for special regulation of minors within the city in order to protect them from each other and from other persons on the street during the nocturnal hours, to aid in crime prevention, to promote parental supervision and authority over minors, and to decrease juvenile crime rates; and

In accordance with the prevailing community standards, this article serves to regulate the conduct of juveniles on streets during evening hours, and those hours prohibited by the Mississippi Compulsory School Attendance Law; to be effectively and consistently enforced for the protection of the juveniles in Jackson from each other and from other persons on the streets during nocturnal hours; to support parental control, authority, and responsibility for their children; to protect the public from nocturnal mischief by juveniles; to reduce the incidents of juvenile criminal activity; to further family responsibility; and to promote the public good, safety, and welfare.

After further review and continuing evaluation of this article, the City Council finds that there is continued justification for the purposes and findings herein to reinstate the curfew ordinance, as well as to extend the period of restrictions to coincide with the Mississippi Compulsory School Attendance Law.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-53. Definitions.

For purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely discretionary or suggestive.

City is the City of Jackson, Mississippi, with administrative offices at City Hall, 219 South President Street, Post Office Box 17, Jackson, Mississippi 39205-0017.

Compulsory school age child is a child who has attained or will attain the age of five years on or before September 1 of the calendar year and who has not reached his/her 18th birthday on or before September 1 of the calendar year.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Minor or juvenile is any unemancipated person who has not reached his/her 18th birthday.

Parent is any person having legal custody of a minor:

- (1) As a natural or adoptive parent;
- (2) As a legal guardian; or
- (3) As a person to whom legal custody has been given by court order.

Police department shall refer to the police department headquarters located at 327 E. Pascagoula Street, Jackson, Mississippi 39201, or any officially designated precinct of the police department.

Remain means to linger, to tarry, and to stay unnecessarily upon the streets, including the congregating of groups (or of interacting minors) totaling four or more persons in which any minor involved would not be using the streets for ordinary or serious purposes such as mere passage or going home.

Street is a way or place, of whatever nature, open to the use of the public as a matter of right for purposes of vehicular travel or in the case a sidewalk thereof, for pedestrian travel. The term street includes the legal right-of-way, including, but not limited to, the traffic lanes, the curb, the sidewalks, whether paved or unpaved, and any grass, plots or other grounds found within the legal right-of-way of the street. The term "street" applies irrespective of what is called or formerly named, whether alley, avenue, court, road, dedicated or otherwise.

Time of night referred to herein is based upon the prevailing standard of time, whether central standard time or central daylight savings time, generally observed at that hour by the public in the city, prima facie the time when observed in the city administrative offices and police department.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-54. Restrictions.

- (a) It shall be unlawful for any minor who has not reached his/her 18th birthday to remain in or upon any public street, highway, park, vacant lot, establishment or other public place within the city during the following periods:

10:00 p.m. Sunday to 6:00 a.m. Monday

10:00 p.m. Monday to 6:00 a.m. Tuesday

10:00 p.m. Tuesday to 6:00 a.m. Wednesday

10:00 p.m. Wednesday to 6:00 a.m. Thursday

10:00 p.m. Thursday to 6:00 a.m. Friday

12:00 a.m. (midnight) to 6:00 a.m. Saturday

12:00 a.m. (midnight) to 6:00 a.m. Sunday

- (b) It shall be unlawful for any compulsory school age child to remain in or upon any public street, highway, park, vacant lot, establishment or other place within the city during the following periods:
- (1) 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term in which such compulsory school age child is to be enrolled in a public, private, or legitimate nonpublic school, as required by the Mississippi Compulsory School Attendance Law.
 - (2) Any minor who shall violate any of the provisions of the Mississippi Compulsory School Attendance Law shall be dealt with according to the youth court laws of the State of Mississippi and in accordance with the directives of the youth court of Hinds County, Mississippi, or such other court as shall have jurisdiction over said minor.
- (c) It shall further be unlawful for a parent of a minor to knowingly permit, or by inefficient control to allow, such minor to be or remain upon any street or establishment under circumstances not constituting an exception to, or otherwise beyond the scope of, this article as set forth in subsections (a) and (b) herein. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. It is intended to hold neglectful or careless parents to a reasonable community standard of parental responsibility through an objective test. It shall be no defense that a parent was completely indifferent to the activities or conduct or whereabouts of such minor child.
- (d) The owner, operator, or any employee of an establishment commits an offense if he knowingly allow a minor to remain upon the premises of the establishment during curfew hours as set forth in subsections (a) and (b) herein, or fails to make a reasonable effort to report any such violation to the proper authorities including but not limited to, advising the child to leave and contact the Jackson Police Department.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-55. Exceptions.

The following shall constitute valid exceptions to the operation of the curfew:

- (1) At any time a minor is accompanied by his or her parent;
- (2) When accompanied by an adult authorized by a parent of a minor to take said parent's place in accompanying the minor for a designated period of time and definite purpose within a specified area;
- (3) Until the hour of 12:30 a.m. if the minor is on errand as directed by his or her parent;
- (4) If the minor is legally employed, for the period from 45 minutes before to 45 minutes after work, while going directly between his or her home and place of employment. This exception shall also apply if the minor is in a public place during curfew hours in the course of his or her employment. To come within this exception, the police officer shall dispatch communications to contact the minor's employer for verification of employment;
- (5) Until the hour of 12:30 a.m. if the minor is on the property of or on the sidewalk directly adjacent to the place where such minor resides or the place immediately adjacent thereto if the owner of the adjacent building does not communicate an objection to the minor and the police officer;
- (6) When returning home by a direct route from (and within 30 minutes of the termination of) a school activity or an activity of a religious or other voluntary association, or special event as defined and regulated in the "City of Jackson Special Events Ordinance;"
- (7) In the case of reasonable necessity, but only after a minor's parent has communicated to police department personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a defined purpose, including place of origin and destination. A copy of such communication, or the police record thereof duly certified by the chief of police to be correct, and appropriate notation of the time it was received and of the names and addresses of such parent and minor, shall constitute evidence of qualification under this exception;
- (8) When a minor is, with parental consent, in a motor vehicle engaged in bona fide interstate travel through the city particularly on Interstate 55, 20 and 220 and all access roads to these interstate systems, including all interstate travel beginning or ending in the city.
- (9) Each of the foregoing exceptions, and their several limitations, are severable.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-56. Violations.

- (a) From 7:30 a.m. until 3:30 p.m. on Monday through Friday during the school term, a police officer of the city who has probable cause to believe that a minor is in violation of this article shall:
- (1) Stop and ascertain the name and address of the minor, and the school the minor attends;
 - (2) Report to communications so that communications personnel can make every reasonable effort to contact the appropriate school representative to confirm the minor's enrollment; and
 - (3) The officer shall make every reasonable effort to transport the minor to the appropriate school; or if the minor has been suspended or if the minor's school cannot be ascertained, then the officer, through communications personnel, shall make every reasonable effort to contact the minor's parent. If the minor's parent is unavailable, the officer shall transport the minor to the Henley-Young Juvenile Detention Center, where a Mississippi Department of Education representative will attempt to continue to contact the minor's parents.
- (b) Between the hours of:
- 10:00 p.m. Sunday to 6:00 a.m. Monday;
 - 10:00 p.m. Monday to 6:00 a.m. Tuesday;
 - 10:00 p.m. Tuesday to 6:00 a.m. Wednesday;
 - 10:00 p.m. Wednesday to 6:00 a.m. Thursday;
 - 10:00 p.m. Thursday to 6:00 a.m. Friday;
 - 12:00 a.m. (midnight) to 6:00 a.m. Saturday; and
 - 12:00 a.m. (midnight) to 6:00 a.m. Sunday,

A police officer of the city who has probable cause to believe that a minor is in violation of this article shall:

- (1) Stop and ascertain the name and address of the minor;
- (2) Report to communications so that communications personnel can make every reasonable effort to contact the minor's parent and transport the minor to his/her parent; or
- (3) If the minor's parent is unavailable, the police officer shall transport the minor to the Henley-Young Juvenile Detention Center until the minor's parent or proper authorities are contacted.

(c) Notwithstanding paragraph (a) of this section, a police officer who has probable cause to believe that the minor is in violation of this article and has engaged in misdemeanor or felonious conduct, and if reasonable grounds exist to believe the minor has engaged in said delinquent conduct, the officer shall follow normal police procedure and transport the minor to the police department and place the minor in the Henley-Young Juvenile Detention Center.

(d) Notwithstanding paragraph (b) of this section, when a minor is detained, the minor's parent shall be immediately contacted. If, after this contact, there is still probable cause to believe that the minor was violating this article, the minor shall be held until the parent comes to retrieve minor. When the parent arrives, he or she shall be given a copy of this article. If no parent arrives within a reasonable time to retrieve the minor, then the minor shall be turned over to the custody of the local juvenile authorities until a parent can take custody of the minor.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-57. Penalties.

(a) Whenever a minor is transported to the Henley-Young Juvenile Detention Center for violation of this article under subsection (b), the minor's parent shall be issued a written warning. For a second parental offense, a parent shall be fined \$25.00. For each subsequent offense by a parent, the fine shall be increased by an additional \$25.00, e.g. \$50.00 for third, \$75.00 for the fourth offense.

(b) The owner, operator, or any employee of an establishment violating any provision of this article shall, upon conviction thereof, be fined \$100.00 for a first offense. For each subsequent offense by an owner, operator, or employee of an establishment, the fine shall be increased by an additional \$50.00.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-58. Construction and severability.

Severability is intended throughout and within the provisions of this article. If any section of this article is determined to be voided or invalid, the validity of article's remainder shall not be affected thereby. The city council does not intend to violate the Constitution of the State of Mississippi or the Constitution of the United States of America in the implementation of this article.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-59. Continuing evaluation.

The city council will continue its evaluation and updating of this article through methods including, but not limited to, at the end of each school year, after the implementation of this article, the chief of police shall provide the city council with a report concerning the effect of this article on crimes committed by and against minors, and of the number of warnings issued and arrests of minors and parents or legal guardians hereunder, and such other information as the city council may request.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-60. Expiration ("sunset provision").

This article shall expire and shall be null and void on July 1, 2009. This provision is included herein to ensure that the effectiveness and necessity of the article will be reviewed by the city council within a reasonable time after its adoption.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-61. Notice.

The city clerk shall provide notice of this article and of the curfew regulations established herein by having copies of the article posted in, on, or about such public or quasi-public places as may be determined by the mayor, city council, and police department so that the public may be constantly informed of the existence of the article and its amendments and regulations.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Sec. 86-62. Cumulative nature of article.

This article shall be cumulative and in addition to any other laws and regulations in force.

(Ord. No. 2007-25(7), § 1, 8-9-07; Ord. No. 2008-16(6), § 1, 5-20-08)

Secs. 86-63—86-85. Reserved.

THEREFORE, IT IS HEREBY ORDAINED, that the Jackson City Council hereby re-enacts Jackson, Mississippi, Code of Ordinances, Article II Sections 86-51 through 86-62, cited as the “City of Jackson Curfew Ordinance.”

SO ORDAINED, this the ____ day of November, 2021.

Agenda Item No. _____
Date: November 23, 2021
BY: STOKES

ORDINANCE AMENDING SECTION 2-76 OF THE JACKSON CODE OF ORDINANCES GOVERNING REVIEW AND APPROVAL OF THE MINUTES OF THE CITY COUNCIL

WHEREAS, Section 2-76 of the Jackson Code of Ordinances establishes the procedures for the review and approval of the minutes of the City Council; and

WHEREAS, by Ordinance adopted on September 10, 1991, the City Council authorized the Mayor to review the municipal minutes presented by the City Clerk and sign the minutes as his act of approval of such minutes. If the mayor is absent from a meeting, the minutes shall be approved by signature of a majority of all councilmembers; and

WHEREAS, Mississippi Code Annotated, § 21-15-33, provides, in part:

The minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon such approval, said minutes shall have the legal effect of being valid from and after the date of the meeting. The governing body may by ordinance designate that the minutes be approved by the mayor.

WHEREAS, it is recommended that Section 2-76 of the Jackson Code of Ordinances be amended to comply with Mississippi Code Annotated, § 21-15-33.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 2-76 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Pursuant to Mississippi Code Annotated, § 21-15-33, the minutes must be adopted and approved by a majority of the City Council at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first. Upon approval by a majority of the City Council, the Council President is authorized to execute the municipal minutes as presented by the Clerk of Council. In the absence of the Council President, the Council Vice-President is authorized to execute the municipal minutes presented by the Clerk of Council.

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, as Amended.

Intro. of Ordinances
Agenda Item #3
Agenda Date December 7, 2021
(Jackson City Council)

**ORDINANCE AMENDING SECTIONS 122-234, -235, AND -268 OF THE
CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI**

OFFICE OF THE CITY ATTORNEY
11/16/21
12/21

WHEREAS, the City of Jackson has not increased its customer rates for providing water and sewer services since October 8, 2013; and

WHEREAS, an increase in these rates is necessary at this time to provide necessary additional revenue for the operation and maintenance of the City's water and sewer system, to service debt as it becomes due, and to replenish the Contingent Fund required under the City of Jackson General Bond Resolution; and

WHEREAS, pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance should take effect immediately upon passage because current rates are insufficient to provide for the operation and maintenance of the water and sewer system, to provide for the payment of indebtedness that will become due during the current fiscal year, and to provide the contingent funds required under the City General Bond Resolution for its outstanding water and sewer revenue bonds; and

WHEREAS, Section 122-234 (1) a. should be amended as follows:

(1) *Volumetric charges.* Volumetric charges will be determined as follows:

a. The volumetric charge will be determined by the water meter reading, or at the user's option, the user may furnish metering devices approved by the approving authority for measuring wastewater discharged into the city sewer system. This will apply to those users of the city sanitary sewer system who purchase all water from the city or other water utility. Those users having private wells or other sources of water supply shall install either water meters on the wells or other sources of water supply or approved metering devices on wastewater discharged to the city sewers. The schedule of sewer service charges, on a volumetric basis, is as follows: Each customer shall be charged ~~\$4.47~~ \$5.36 per 100 cubic feet of meter water consumption when the monthly water consumption is greater than the minimum amounts described in section 122-235.

and

WHEREAS, Section 122-235 (a) should be amended as follows:

(a) The schedule of minimum sewer service charges is as follows:

- (1) Each customer with a five-eighths-inch meter whose water consumption is 300 cubic feet or less shall be assessed a minimum monthly charge of ~~\$13.41~~ \$16.08.
- (2) Each customer with a one-inch meter whose water consumption is 670 cubic feet or less shall be assessed a minimum monthly charge of ~~\$29.95~~ \$35.91.

Adoption of Ordinances
Agenda Item #4
Agenda Date December 7, 2021
(King, Lumumba)

- (3) Each customer with a one and one-half or two-inch meter whose water consumption is 1,510 cubic feet or less shall be assessed a minimum monthly charge of ~~\$67.50~~ \$80.94.
- (4) Each customer with a three-inch or larger meter whose water consumption is 2,710 cubic feet or less shall be assessed a minimum monthly charge of ~~\$121.14~~ \$145.26.

and

WHEREAS, Section 122-268 (a) (1) a. should be amended as follows:

- (a) The rates and amounts required to be paid for consumption per month, exclusive of sales tax, by customers of the city waterworks residing within the city shall consist of the following components:
 - (1) *Volumetric rate.* A flat rate per 100 cubic feet will be charged regardless of the number of feet consumed.
 - a. The flat rate per 100 cubic feet is ~~\$3.21~~ \$3.85.

and

WHEREAS, Section 122-268 (a) (2) should be amended as follows:

- (2) *Service charge.* Service charges are calculated as follows:
 - a. In addition to the volumetric rate and meter charge, on all meters using more than 300 cubic feet per month there shall also be a monthly service charge of ~~\$7.44~~ \$11.55, chargeable for each month or part of month that this section is in effect.
 - b. In addition to the service charge in subsection (a)(2)a. of this section, for each meter serving more than one residential unit, there shall be an additional service charge of ~~\$7.44~~ \$11.55 for each such unit in excess of one. Residential unit means a dwelling complete with normal facilities of habitation intended for long-term occupancy including, but not limited to, apartments, condominiums, trailers, separate residential houses, apartment nursing homes, and permanent retirement residences. Garage apartments are expressly excluded from the definition of residential unit.

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 122-234 (1) a. is amended as follows:

(1) **Volumetric charges.** Volumetric charges will be determined as follows:

- a. The volumetric charge will be determined by the water meter reading, or at the user's option, the user may furnish metering devices approved by the approving authority for measuring wastewater discharged into the city sewer system. This will apply to those users of the city sanitary sewer system who purchase all water from the city or other water utility. Those users having private wells or other sources of water supply shall install either water meters on the wells or other sources of water supply or approved metering devices on wastewater discharged to the city sewers. The schedule of sewer service charges, on a volumetric basis, is as follows: Each customer shall be charged \$5.36 per 100 cubic feet of meter water consumption when the monthly water consumption is greater than the minimum amounts described in section 122-235.

SECTION 2. Section 122-235 (a) is amended as follows:

- (a) The schedule of minimum sewer service charges is as follows:
- (1) Each customer with a five-eighths-inch meter whose water consumption is 300 cubic feet or less shall be assessed a minimum monthly charge of \$16.08.
 - (2) Each customer with a one-inch meter whose water consumption is 670 cubic feet or less shall be assessed a minimum monthly charge of \$35.91.
 - (3) Each customer with a one and one-half or two-inch meter whose water consumption is 1,510 cubic feet or less shall be assessed a minimum monthly charge of \$80.94.
 - (4) Each customer with a three-inch or larger meter whose water consumption is 2,710 cubic feet or less shall be assessed a minimum monthly charge of \$145.26.

SECTION 3. Section 122-268 (a) (1) a. is amended as follows:

- (a) The rates and amounts required to be paid for consumption per month, exclusive of sales tax, by customers of the city waterworks residing within the city shall consist of the following components:
- (1) *Volumetric rate.* A flat rate per 100 cubic feet will be charged regardless of the number of feet consumed.
 - a. The flat rate per 100 cubic feet is \$3.85.

SECTION 4. Section 122-268 (a) (2) is amended as follows:

- (2) *Service charge.* Service charges are calculated as follows:
- a. In addition to the volumetric rate and meter charge, on all meters using more than 300 cubic feet per month there shall also be a monthly service charge of \$11.55, chargeable for each month or part of month that this section is in effect.
 - b. In addition to the service charge in subsection (a)(2)a. of this section, for each meter serving more than one residential unit, there shall be an additional service charge of \$11.55 for each such unit in excess of one. Residential unit means a dwelling complete with normal facilities of habitation intended for long-term occupancy including, but not limited to, apartments, condominiums, trailers, separate residential houses, apartment nursing homes, and permanent retirement residences. Garage apartments are expressly excluded from the definition of residential unit.

SECTION 2. Pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance shall take effect immediately upon passage because current rates are insufficient to provide for the operation and maintenance of the water and sewer system, to provide for the payment of indebtedness that will become due during the current fiscal year, and to provide the contingent funds required under the City of Jackson General Bond Resolution for its outstanding water and sewer revenue bonds.

SECTION 3. The Municipal Clerk shall cause this ordinance to be publish.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 17, 2021
DATE

P O I N T S		C O M M E N T S							
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTIONS 122-234, -235, AND -268 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI							
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	5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life							
3.	Who will be affected	All customers of the City of Jackson Water-Sewer Utility							
4.	Benefits	Will provide necessary funding for operations and maintenance of the utility, for payment of indebtedness, and for funding of contingent fund							
5.	Schedule (beginning date)	Effective immediately upon passage							
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	All water and sewer services customers							
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works							
8.	COST	N/A							
9.	Source of Funding <input type="checkbox"/> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond ▪ 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 _____							

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2729
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1798
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

11/18/21

DATE

OFFICE OF THE CITY ATTORNEY
11-1-2021

ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES

WHEREAS, the last rate increase in the user charge for residential sanitation services occurred in 2008; and

WHEREAS, an increase in the user charge is necessary because the current charge is insufficient to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, without an increase in the user charge, the City will be required to use the General Fund budget and reserves to balance the budget of the Solid Waste Enterprise Fund, which could adversely affect the level and quality of services funded by General Fund appropriations, such as the Police and Fire Departments; and

WHEREAS, at its October 2, 2006 Special Meeting, the City Council increased the residential units user fee from \$15.39 to \$20.00 per month for solid waste collection and disposal service with automatic increases effective October 1, 2007 and October 1, 2008; and

WHEREAS, pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance should take effect immediately upon passage because the current user charge is insufficient during this fiscal year to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works; and

WHEREAS, Section 106-37 (a) should be amended as follows:

- (a) ~~Effective November 1, 2006,~~ There shall be imposed on all occupied single-family residential units a user fee of ~~\$20.00~~ \$35.00 per month for solid waste collection and disposal services, and operations of the Solid Waste Division of the Department of Public Works, ~~which may be provided under the auspices of the city.~~
- (b) ~~Effective October 1, 2007,~~ there shall be imposed on all occupied single family residential units a user fee of ~~\$20.40~~ per month for solid waste collection and disposal services, ~~which may be provided under the auspices of the city.~~
- (c) ~~Effective October 1, 2008,~~ there shall be imposed on all occupied single family residential units a user fee of ~~\$20.80~~ per month for

Adoption of Ordinances
Agenda Item #5
Agenda Date December 7, 2021
(King, Lumumba)

~~solid waste collection and disposal services, which may be provided under the auspices of the city.~~

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 106-37 (a) should be amended as follows:

- (a) There shall be imposed on all occupied single-family residential units a user fee of \$35.00 per month for solid waste collection and disposal services, and operations of the Solid Waste Division of the Department of Public Works.

SECTION 2. Pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this ordinance shall take effect immediately upon passage because the current user charge is insufficient during this fiscal year to pay the cost of the City's emergency agreement for residential solid waste collection, to pay the anticipated cost of the new agreement for residential solid waste collection that is anticipated to begin on April 1, 2022, to pay the current agreement for the disposal of the collected solid waste, and to pay the operating costs of the Solid Waste Division of the Department of Public Works.

SECTION 3. The Municipal Clerk shall cause this ordinance to be publish.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 17, 2021
DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDINANCE AMENDING SECTION 106-37 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI PROVIDING THE USER CHARGE FOR RESIDENTIAL SANITATION SERVICES
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	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	All City of Jackson residents whose garbage is collected under the City collection contract
4.	Benefits	Will provide necessary funding for operations of the Solid Waste Division, for the residential solid waste collection agreement, and the disposal agreement
5.	Schedule (beginning date)	Effective immediately upon passage
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	N/A
9.	Source of Funding <input type="checkbox"/> ▪ 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 _____

ORDER AUTHORIZING THE MAYOR TO REAPPOINTING MICHAEL BURTON TO THE CAPITAL CITY CONVENTION CENTER COMMISSION

WHEREAS, the Capital City Convention Center Commission (“Commission”) consists of nine (9) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, Michael Burton after evaluation of his qualifications, has been reappointed by the Mayor.

IT IS THEREFORE ORDERED that the Mayor’s reappointment of Michael Burton to the Capital City Convention Center Commission is hereby confirmed with said term to expire on July 1, 2026.

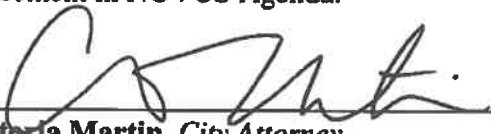
Agenda Item #8
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINTING MICHAEL BURTON TO THE CAPITAL CITY CONVENTION CENTER COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

Michael Burton

407 S. Congress Street, Jackson, MS

EXECUTIVE PROFILE

Innovative and results driven professional with more than 24 years of leadership success within the hospitality industry. Demonstrated track record of exceeding expectations in high profile roles through delivery of results. Adept at cultivating and leading teams which achieve financial and service goals in a variety of markets and business models.

-
- Team Leadership • Strategic Planning • Guest Relations • Branding • Recruiting
 - Training Renovation • Revenue Generation • Forecasting/Budgeting
 - Contract Negotiations • Ownership Relations • Rate Strategies
-

PROFESSIONAL HISTORY

WISCHERMANN PARTNERS

General Manager – Westin Jackson– Jackson, MS • (January 2017 – Present) • 203 Rooms/12k square feet of meeting space, full-service Spa

- Managed all pre and post hotel opening duties for the 65 million-dollar Westin Jackson new build.
- Oversee all aspects of property management including maximization of financial performance, guest satisfaction, sales and marketing, revenue management and staff development.
- Responsible for the hiring, training and discipline of all hotel staff.
- Lead with passion which inspires staff and attracts the Industry's best talent.
- Provide strategic leadership to ensure effective and efficient operation of the hotel.
- Member of the Marriott GMAC. (Marriott General Manager Advisory Committee)
- Exhibit excellence in cultivating associates, driven to provide an upscale guest experience.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Voted 2019 Best Hotel in Mississippi

GF MANAGEMENT

General Manager – Westin Chicago Northwest– Itasca, IL • (May 2015 – January 2017) • 416 Rooms/50k square feet of meeting space

- Oversee all aspects of property management including maximization of financial performance, guest satisfaction, sales and marketing, revenue management and staff development. Responsible for the hiring, training and discipline of all hotel staff.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Coordinate capital improvement projects to maintain and upgrade property image.
- Managed 15 million-dollar rooms, meeting and public space renovation.
- Created new food and beverage restaurant concepts for post renovation.
- Member of the Meet Chicago Northwest executive committee.
- Vice President of the Hamilton Lakes property owner's association.
- Serve on the Itasca District 10 School Advisory Committee.

STARWOOD HOTELS & RESORTS

Hotel Manager – Sheraton Dallas – Dallas, TX • (November 2011 – May 2015) • 1,841 Rooms/230k square feet of meeting space.

- Lead management team from rooms, food & beverage, loss prevention and engineering to maximize financial performance, while upholding quality standards and maximizing levels of guest satisfaction.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Coordinate capital improvement projects to maintain/upgrade quality standards and property image and to protect assets from neglect, damage or deterioration.
- Assist Sales/Catering/Convention services in obtaining necessary information and closing business.
- Earned first ever AAA 4 diamond rating in 2012.
- Managed 12-million-dollar South tower renovation.

Director of Operations – Westin Galleria – Dallas, TX • (October 2007 – November 2011) • 448 Rooms/50k square feet of meeting space.

- Direct and coordinate the rooms division operations to meet the daily needs of the hotel, including staffing, forecasting, controlling, and supervision.
- Direct and coordinate the director of engineering, to ensure the property is maintained. Ensure the implementation of a preventative maintenance program and energy conservation program.
- Direct and coordinate the food & beverage operations of the hotel, to ensure maximum profits at the highest standard of service and quality, including food production, banquet service, room service, beverage service, restaurant service and food and beverage purchasing.
- Awarded Starwood Hotels and Resorts 2009 and 2011 Westin North America Hotel of the year.
- Managed 95-million-dollar complete hotel renovation.

Director of Rooms – Sheraton Birmingham – Birmingham, AL • (July 2003 – October 2007) • 757 Rooms

Director of Front Office – Sheraton Birmingham – Birmingham, AL • (April 2001 – July 2003) • 757 Rooms

WYNDHAM HOTELS & RESORTS

Front Office Manager – Tutwiler – Birmingham, AL • 151 Rooms (1999 – 2001)

BRISTOL HOTELS & RESORTS

Front Office Manager – Harvey Hotel – Dallas, TX • 313 Rooms (1997 -1999)

Banquet / Restaurant Manager – Crown Plaza Suites – Dallas, TX • 298 Rooms

GINA'S BY THE SEA

Chef – Gino's by the Sea – Dennis, MA (1995)

EDUCATION

Florida International University, Miami, FL • Bachelor of Science - Hotel & Restaurant

Grand Rapids Community College, Grand Rapids, MI • Associates - Culinary Arts

REFERENCES AVAILABLE UPON REQUEST

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINT MICHAEL BURTON TO THE CAPITAL CITY CONVENTION CENTER COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21
DATE

ORDER REAPPOINTING MICHAEL BURTON TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE HOTEL COMMUNITY REPRESENTATIVE.

WHEREAS, during the 2021 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current members of the Jackson Convention and Visitors Bureau expired on July 1, 2021; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Michael Burton, after evaluation of his qualifications, has been recommended by the Mayor to continue serving on the bureau as the Hotel Community Representative.

IT IS THEREFORE ORDERED that the Mayor's reappointment of Michael Burton to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2023.

Agenda Item #9
Agenda Date December 7, 2021
(Lumumba)

Michael Burton

EXECUTIVE PROFILE

Innovative and results driven professional with more than 24 years of leadership success within the hospitality industry. Demonstrated track record of exceeding expectations in high profile roles through delivery of results. Adept at cultivating and leading teams which achieve financial and service goals in a variety of markets and business models.

-
- Team Leadership • Strategic Planning • Guest Relations • Branding • Recruiting
 - Training Renovation • Revenue Generation • Forecasting/Budgeting
 - Contract Negotiations • Ownership Relations • Rate Strategies

PROFESSIONAL HISTORY

WISCHERMANN PARTNERS

General Manager – *Westin Jackson*– Jackson, MS • (January 2017 – Present) • 203 Rooms/12k square feet of meeting space, full-service Spa

- Managed all pre and post hotel opening duties for the 65 million-dollar Westin Jackson new build.
- Oversee all aspects of property management including maximization of financial performance, guest satisfaction, sales and marketing, revenue management and staff development.
- Responsible for the hiring, training and discipline of all hotel staff.
- Lead with passion which inspires staff and attracts the industry's best talent.
- Provide strategic leadership to ensure effective and efficient operation of the hotel.
- Member of the Marriott GMAC. (Marriott General Manager Advisory Committee)
- Exhibit excellence in cultivating associates, driven to provide an upscale guest experience.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Voted 2019 Best Hotel in Mississippi

GF MANAGEMENT

General Manager – *Westin Chicago Northwest*– Itasca, IL • (May 2015 – January 2017) • 416 Rooms/50k square feet of meeting space

- Oversee all aspects of property management including maximization of financial performance, guest satisfaction, sales and marketing, revenue management and staff development. Responsible for the hiring, training and discipline of all hotel staff.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Coordinate capital improvement projects to maintain and upgrade property image.
- Managed 15 million-dollar rooms, meeting and public space renovation.
- Created new food and beverage restaurant concepts for post renovation.
- Member of the Meet Chicago Northwest executive committee.
- Vice President of the Hamilton Lakes property owner's association.
- Serve on the Itasca District 10 School Advisory Committee.

STARWOOD HOTELS & RESORTS

Hotel Manager – Sheraton Dallas – Dallas, TX • (November 2011 – May 2015) • 1,841 Rooms/230k square feet of meeting space.

- Lead management team from rooms, food & beverage, loss prevention and engineering to maximize financial performance, while upholding quality standards and maximizing levels of guest satisfaction.
- Develop strategic business plans focused on top line revenues and profitability objectives.
- Coordinate capital improvement projects to maintain/upgrade quality standards and property image and to protect assets from neglect, damage or deterioration.
- Assist Sales/Catering/Convention services in obtaining necessary information and closing business.
- Earned first ever AAA 4 diamond rating in 2012.
- Managed 12-million-dollar South tower renovation.

Director of Operations – Westin Galleria – Dallas, TX • (October 2007 – November 2011) • 448 Rooms/50k square feet of meeting space.

- Direct and coordinate the rooms division operations to meet the daily needs of the hotel, including staffing, forecasting, controlling, and supervision.
- Direct and coordinate the director of engineering, to ensure the property is maintained. Ensure the implementation of a preventative maintenance program and energy conservation program.
- Direct and coordinate the food & beverage operations of the hotel, to ensure maximum profits at the highest standard of service and quality, including food production, banquet service, room service, beverage service, restaurant service and food and beverage purchasing.
- Awarded Starwood Hotels and Resorts 2009 and 2011 Westin North America Hotel of the year.
- Managed 95-million-dollar complete hotel renovation.

Director of Rooms – Sheraton Birmingham – Birmingham, AL • (July 2003 – October 2007) • 757 Rooms

Director of Front Office – Sheraton Birmingham – Birmingham, AL • (April 2001 – July 2003) • 757 Rooms

WYNDHAM HOTELS & RESORTS

Front Office Manager – Tutwiler – Birmingham, AL • 151 Rooms (1999 – 2001)

BRISTOL HOTELS & RESORTS

Front Office Manager – Harvey Hotel – Dallas, TX • 313 Rooms (1997 -1999)

Banquet / Restaurant Manager – Crown Plaza Suites – Dallas, TX • 298 Rooms

GINA'S BY THE SEA

Chef – Gina's by the Sea – Dennis, MA (1995)

EDUCATION

Florida International University, Miami, FL • Bachelor of Science - Hotel & Restaurant

Grand Rapids Community College, Grand Rapids, MI • Associates - Culinary Arts

REFERENCES AVAILABLE UPON REQUEST

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 REAPPOINTING MICHAEL BURTON TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE HOTEL COMMUNITY REPRESENTATIVE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/01

DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE CAPITAL CITY CONVENTION CENTER COMMISSION

WHEREAS, the Capital City Convention Center Commission (“Commission”) consists of nine (9) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, Enrika Williams, after evaluation of her qualifications, has been reappointed by the Mayor.

IT IS THEREFORE ORDERED that the Mayor’s reappointment of Enrika Williams to the Capital City Convention Center Commission is hereby confirmed with said term to expire on July 1, 2026.

Agenda Item #10
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
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Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE CAPITAL CITY CONVENTION CENTER COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

Bio for Chef Enrika Williams

Visit Jackson & Jackson Convention Center Commission – Board(s) of Directors

Chef Enrika Williams is a Mississippi-born and raised chef-owner of Fauna Foodworks. Fauna Foodworks was formally a dining concept in Cultivation Food Hall in Jackson, MS, but has since refocused as an abstract, re-imagined culinary food lab which produces thoughtful, ingredient-driven, bohemian chic cuisine.

Chef Williams has had the unique experience of working with some of her greatest inspirations and mentors and living in different parts of the country, meeting countless people and ideas... Fauna Foodworks was born. Fauna Foodworks is not only creatively sensitive but socially, radically vested, and expressive in changing the conversations and expanding the culinary landscape through our catering, dinner series, popups, and our curated menus/foodstuffs and ideas.

Chef Enrika currently resides in Jackson, MS where she is practicing social distancing by grounding herself in planting her garden, perfecting her hula hoop game and continuing her endless pursuit of a delicious and satisfying life through food, art and expression.

ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE.

WHEREAS, during the 2021 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current members of the Jackson Convention and Visitors Bureau expired on July 1, 2021; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Enrika Williams, after evaluation of her qualifications, has been recommended by the Mayor to continue serving on the bureau as a Restaurant and Hospitality Association Representative.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Enrika Williams to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2023.

Agenda Item #11
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

455 East Capitol Street
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Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This **ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

Bio for Chef Enrika Williams

Visit Jackson & Jackson Convention Center Commission – Board(s) of Directors

Chef Enrika Williams is a Mississippi-born and raised chef-owner of Fauna Foodworks. Fauna Foodworks was formally a dining concept in Cultivation Food Hall in Jackson, MS, but has since refocused as an abstract, re-imagined culinary food lab which produces thoughtful, ingredient-driven, bohemian chic cuisine.

Chef Williams has had the unique experience of working with some of her greatest inspirations and mentors and living in different parts of the country, meeting countless people and ideas... Fauna Foodworks was born. Fauna Foodworks is not only creatively sensitive but socially, radically vested, and expressive in changing the conversations and expanding the culinary landscape through our catering, dinner series, popups, and our curated menus/foodstuffs and ideas.

Chef Enrika currently resides in Jackson, MS where she is practicing social distancing by grounding herself in planting her garden, perfecting her hula hoop game and continuing her endless pursuit of a delicious and satisfying life through food, art and expression.

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF TAUREAN BUCHANAN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has reappointed Taurean Buchanan, Esq. as Municipal Court Judge for the City of Jackson to be effective December 7, 2021; and

WHEREAS, the reappointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the reappointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City of Jackson, Mississippi, that Taurean Buchanan is reappointed as Municipal Court Judge for the City of Jackson, Mississippi.

Agenda Item #12
Agenda Date December 7, 2021
(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 CONFIRMING THE MAYOR'S REAPPOINTMENT OF TAUREAN BUCHANAN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/2/21

DATE

TAUREAN BUCHANAN, ESQ.

EDUCATION

MISSISSIPPI COLLEGE SCHOOL OF LAW, J.D., May 2007

Honors: Herman and Martha Hines Award, 2007, faculty-nominated endowed award presented to a student demonstrating civic leadership
American Jurisprudence Award, Race and Law, Spring 2006

Activities: Southern Region Black Law Students Association, Sub-Region Director
American Inns of Court, Pupil, Fall 2006 – Spring 2007
Black Law Students Association, President 2006-2007; VP 2005-2006
Law Student Bar Association – Board of Elections

LOUISIANA STATE UNIVERSITY, B.A. Political Science, May 2004

Honors: Black Scholar's Award 2003 & 2004

Activities: Phi Sigma Pi National Honor Fraternity
NAACP, Political Action Committee
Pre-Law Society

EXPERIENCE

HINDS COUNTY PROSECUTOR'S OFFICE

February 2017-Present

Assistant Prosecutor. Acts on behalf of Hinds County as trial attorney for all cases concerning Youth Court. Act as the petitioner on behalf of children, as well as prosecute Juvenile offenders. Interview and counsel victims and witnesses, and present evidence and testimony to the court.

BUCHANAN LAW, PLLC, Jackson, MS

June 2016 – Present

Owner. Advise clients in cases involving Personal Injuries and Wrongful Deaths, Automobile and Truck Collisions, Premises Liabilities, Product Liabilities, Construction and Railroad Accidents, Workers Compensation, Medical Malpractice, Bankruptcies, Social Security and Disability, Child Support, and Criminal Matters. Analyze and interpret laws, rulings and regulations with probable case outcomes for individuals. Gather evidence to initiate legal actions; evaluate findings and develop strategies and arguments for presentation of cases. Represent clients in court or before government agencies, present and summarize cases to judges and juries. Select jurors, argue motions, meet with judges and question witnesses during the course of a trial.

TATUM AND WADE, PLLC, Jackson, MS

December 2009 – Present

Associate. Advise clients in cases involving Personal Injuries and Wrongful Deaths, Automobile and Truck Collisions, Premises Liabilities, Product Liabilities, Construction and Railroad Accidents, Workers Compensation, Medical Malpractice, and Bankruptcies. Analyze and interpret laws, rulings and regulations with probable case outcomes for individuals. Gather evidence to initiate legal actions; evaluate findings and develop strategies and arguments for presentation of cases. Represent clients in court or before government agencies, present and summarize cases to judges and juries. Select jurors, argue motions, meet with judges and question witnesses during the course of a trial.

7th CIRCUIT COURT DISTRICT, HINDS COUNTY, Jackson, MS **January 2006 – November 2009**

Judicial Law Clerk to Judge Tomie Green. Drafted legal memoranda and orders for the Court. Reviewed briefs submitted by parties, verified cited legal authority, performed legal research and drafted appellate opinions for Worker's Compensation, Employment Disability, and Unemployment Compensation claims. Conducted extensive legal research and facilitated the disposition of civil and criminal motions filed before

TAUREAN BUCHANAN, ESQ.



the Court. Drafted the Court's jury instructions. Observed and assisted the judge in all phases of civil and criminal judicial proceedings, including pleas, voir dire, motion hearings, and trials.

MISSISSIPPI SECRETARY OF STATE'S OFFICE, Jackson, MS September – December 2007
Law Clerk. Provided support to the Assistant Secretary of State for Elections. Conducted compliance research and review with regard to federal election laws and the Americans with Disabilities Act issues. Assisted in the resolution of voting irregularities and voting fraud complaints.

HARRIS, JERNIGAN & GENO, PLLC, Ridgeland, MS February – May 2007
Law Clerk. Conducted extensive legal research and drafted legal memoranda for pending cases associated with bankruptcy issues.

OTHER

Admitted to the Mississippi Bar in 2007. 2017 Mississippi College School of Law, Young Lawyer of the Year; 2015 Mid-South Rising Star; Selected to National Black Lawyers Top 40 Under 40; 2014 Lawyer's of Color Hot List; Minority Affairs Board – Mississippi College School of Law; American Inns of Court; Louisiana State University Alumni Chapter, Treasurer; Bench Bar Committee – Mississippi Bar Association; Magnolia Bar Association – Past President; Committee Chair- Magnolia Bar Association Young Lawyers' Committee

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF HENRY C. CLAY III, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has reappointed Henry Clay, Esq. as Municipal Court Judge for the City of Jackson to be effective December 7, 2021; and

WHEREAS, the reappointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the reappointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City of Jackson, Mississippi, that Henry C. Clay, III is reappointed as Municipal Court Judge for the City of Jackson, Mississippi.

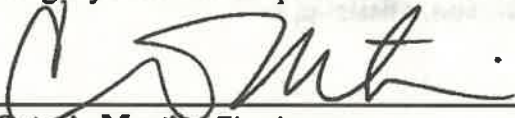
Agenda Item #13
Agenda Date December 7, 2021
(Lumumba)

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 CONFIRMING THE MAYOR'S REAPPOINTMENT OF HENRY C. CLAY III, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

HENRY C. CLAY III



EXPERIENCE: August 1992 to Present

Opened office for the general practice of law. Concentration in the following areas: domestic, real estate, wills and estates and criminal law.

September 1994 to Present

Municipal Court Judge, City of Jackson, Mississippi. Hearing felony initial appearances, felony preliminary hearings and misdemeanors cases for the City of Jackson.

January 2009 to Present

Adjunct Instructor at Hinds Community College. Teaching courses in Paralegal Studies.

December 2006 to March 2009

Funches & Associates, Independent Contractor
I handled personal injury, domestic and criminal cases.

September 1993 to August 1994

Byrd & Associates, Of Counsel
Personal injury & medical malpractice firm, I handled personal injury, domestic and criminal cases.

September 1991 to July 1994

Chairman, City of Jackson Civil Service Commission

February 1992 to August 1992

Special Assistant Attorney General
Drug Asset Forfeiture Unit
State of Mississippi, Office of Attorney General
Primarily responsible for filing and assisting local and county governments with civil forfeiture proceedings and performing any other duties assigned by the Attorney General pursuant to

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFFERY P. REYNOLDS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has reappointed Jeffery P. Reynolds, Esq. as Municipal Court Judge for the City of Jackson to be effective December 7, 2021; and

WHEREAS, the reappointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the reappointment and a majority of the Council present and voting has determined that the reappointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City of Jackson, Mississippi, that Jeffery P. Reynolds is reappointed as Municipal Court Judge for the City of Jackson, Mississippi.

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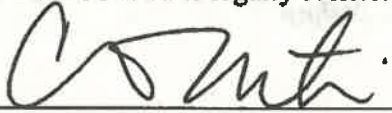
Agenda Item #14
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFFERY P. REYNOLDS, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/2/21
DATE

OFFICE OF THE CITY ATTORNEY

JEFF REYNOLDS

A wholehearted litigator, Jeff Reynolds has extensive experience in Oil & Gas/Environmental Litigation, Corporate Litigation, Commercial Litigation on Behalf of Creditors, and Construction Litigation.

Jeff formed Jeffery P. Reynolds, P.A., in Jackson, Mississippi, in March, 1998. Before that, he served as President of a large Jackson law firm.

Jeff received his law degree from the University of Mississippi and was Special Projects Editor of the Mississippi Law Journal. He graduated cum laude from Millsaps College, where his focus was a science oriented curriculum.

He is admitted to practice in the state and federal courts of Mississippi.

A native of Mobile, Alabama, he was Valedictorian for his high school graduation from University Military School in Mobile.

Jeff is Class Agent for the Class of 1982 at Millsaps College, acting as a liaison between his former classmates and the College.

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JUNE HARDWICK, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has reappointed June Hardwick, Esq. as Municipal Court Judge for the City of Jackson to be effective December 7, 2021; and

WHEREAS, the reappointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the reappointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City of Jackson, Mississippi, that June Hardwick, Esq. is reappointed as Municipal Court Judge for the City of Jackson, Mississippi.

[Faint signature and date]

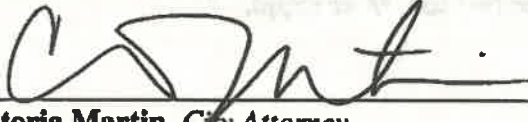
Agenda Item #15
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

455 East Capitol Street
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Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1736

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF JUNE HARDWICK, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21
DATE

OFFICE OF THE CITY ATTORNEY

JUNE HARDWICK, ESQ.



EDUCATION

Mississippi College of Law **Jackson, MS**
Juris Doctor, May 2006

Honors & Activities: MC Law Trial Advocacy Award, 2006; Lenore Prather/MLi Scholarship recipient, 2006; Senator-at-Large, Law Student Bar Association (LSBA), 2004-2006; Social Chair, Black Law Students Association (BLSA), 2005-2006; West Law Campus Representative, 2004-2005; Vice President, BLSA, 2004-2005; Patricia Bennett Professionalism Award Recipient, 2004.

Clark Atlanta University **Atlanta, GA**
Masters of Arts in International Affairs and Development, May 2001

Middlebury College French Language School **Middlebury, VT**
Undergraduate credit hours, Summer 2000

Spelman College **Atlanta, GA**
Bachelors of Arts in English Literature/Pre-Law emphasis, May 1997

EXPERIENCE

J. Hardwick Law, P.L.L.C. **Jackson, MS**
Solo practitioner (September 2011 – present)
Represent clients with pending criminal cases, chancery matters and employment discrimination cases.

Town of Utica **Utica, MS**
Public Defender (January 2012 – present)
Represent clients in misdemeanor criminal cases and traffic violations.

City of Jackson **Jackson, MS**
Municipal Court judge (October 2013 – July 2014)
Heard and disposed of misdemeanor cases and traffic violations; reviewed and signed arrest and search warrants; conducted defendants' initial appearances and preliminary hearings; issued temporary restraining orders.

Hinds County, Office of the Public Defender **Jackson, MS**
Assistant Public Defender, (July 2007 – September 2011)
Represent indigent clients on pending felony criminal charges, ranging from drug possession to sexual battery; defense attorney for the Hinds County Circuit Drug Court, which is a 2-year probation program that functions as an alternative to incarceration for drug offenders, i.e. substance abusers and addicts.

Southern Poverty Law Center, MS Youth Justice Project **Jackson, MS**
Law clerk, (September - December 2006)

Conducted research on the existence of adult and juvenile public defender offices throughout the State of Mississippi; interviewed on a weekly basis juvenile inmates at Oakley Training School and the Walnut Grove Youth Correctional Facility to monitor both facilities to insure that they were in compliance with U.S. Dept. of Justice dictates regarding the improved treatment of juveniles housed at the facilities.

Stamps & Stamps **Jackson, MS**
Law clerk, (January - April 2006)

Assisted staff attorneys by conducting research on criminal and civil issues relevant to their pending cases; drafted memoranda detailing research findings.

United States Attorney's Office **Jackson, MS**
Extern, (August - December 2005)

Assisted staff attorneys by conducting research on criminal and civil issues relevant to their pending cases; drafted memoranda detailing research findings.

Lumumba, Freelon & Assoc. **Jackson, MS**
Law clerk, (August 2005 - April 2006)

Conducted legal research; assisted the receptionist with clerical tasks; helped organize community events.

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC **Jackson, MS**
Summer associate, (May - June 2005)

Assisted staff attorneys by conducting research on criminal and civil issues relevant to their pending cases; drafted memoranda detailing research findings; drafted motions.

City of Jackson, Office of the Prosecutor **Jackson, MS**
Intern, (July - September 2004)

Observed hearings and trials of misdemeanor matters in Municipal Court; prepared subpoenas.

Siwell Middle School **Jackson, MS**
Educator, (Aug. 2002 - May 2003)

Taught 6th graders advanced skills in literary analysis and critical thinking.

AFFILIATIONS

Mississippi Bar Association, Mississippi Public Defender Association, Southern Public Defender Training Center (Gideon's Promise) graduate, featured in the HBO documentary *Gideon's Army*, New Horizon Church International

INTERESTS

Creative writing, Event planning, Public speaking, Traveling, Volunteering

References Available Upon Request

ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ALI SHAMSIDDEEN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the Mayor has reappointed Ali ShamsidDeen, Esq. as Municipal Court Judge for the City of Jackson to be effective December 7, 2021; and

WHEREAS, the reappointment is made pursuant to Section 21-23-3, Mississippi Code of 1972, as amended, and is now before the City Council for confirmation; and

WHEREAS, the City Council has considered the reappointment and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City of Jackson, Mississippi, that Ali ShamsidDeen, Esq. is reappointed as Municipal Court Judge for the City of Jackson, Mississippi.

Agenda Item #16
Agenda Date December 7, 2021
(Lumumba)

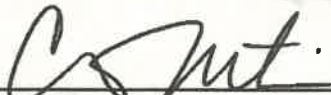
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S REAPPOINTMENT OF ALI SHAMSIDDEEN, ESQ. AS MUNICIPAL COURT JUDGE FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21

DATE

ORDER AUTHORIZING THE MAYOR TO APPOINT CHARLES TAYLOR TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward Two representative, leaving a vacancy for that seat; and

WHEREAS, Charles Taylor of Ward Two, after evaluation of his qualifications, has been nominated by the Mayor to fill this vacancy.

IT IS THEREFORE ORDERED that the Mayor's appointment of Charles Taylor to the Jackson Redevelopment Authority Board be confirmed with said term to expire October 11, 2026.

Agenda Item #17
Agenda Date December 7, 2021
(Lumumba)

Charles Taylor

Political Data Analyst

PROFILE

Fighting for social justice begins at the ballot box. As a warrior in this fight, I am always searching for opportunities to use my skills and talents for community organizing, civic engagement, and data management. I am a passionate political analyst and strategist with years of experience working with progressive non-profits, organizations, elected officials, and political candidates. My strongest quality is using my decision-making skills and perceptive insight of understanding different demographics, political data to develop clear, concise, and precise strategies for moving the needle forward. I also have a unique ability for working well with any team.

PROFESSIONAL EXPERIENCE

COMMUNITY ORGANIZING AND CIVIC ENGAGEMENT

- Registered 29,000+ African Americans to vote in Mississippi
- Oversaw 73,000+ door knocks and surveying throughout the City of Jackson.
- Wrote and reviewed House Bills for Ways and Means and Appropriation Committees in the State House of Representatives in Mississippi
- Organized Energy Democracy Initiatives and Electric Cooperative Leadership Institute
- Conducted feasibility study on a statewide ballot initiative
- Directed community engagement plan
- Directed Field workers
- Coordinated campaign efforts
- Organized canvassing, direct mail vending and phone/text banking for the following organizations and political campaigns
 - ◊ **Jim Hood** for Governor Campaign
 - ◊ **MS State Conference NAACP**
 - ◊ **Hope Credit Union and Enterprise Cooperation**
 - ◊ **Young Democrats of Mississippi**
 - ◊ **National Baptist Convention U.S.A. Inc.**

DATA COLLECTION, ANALYSIS AND MANAGEMENT

- Developed and deployed a survey for Small Towns project including Yazoo City, MS, Itta Bena, MS, Moorhead, MS, Louisville, MS, Utica, MS, Drew, MS, and Shaw, MS
- Developed and deployed a survey for HBCU project Jackson State University, West Jackson, Mississippi Valley State University, and Itta Bena
- Managed data for the following organizations, political candidates and elected officials
 - ◊ **Mike Espy** for US Senate Campaign 2018
 - ◊ **Jay Hughes** for Lt. Governor Campaign 2018-2019
 - ◊ **Congressman Bennie G. Thompson** 2nd Congressional District of Mississippi
 - ◊ **Jim Hood** for Governor Campaign 2019

Contact Details

Skills

- ◊ Data analysis, management and collection
- ◊ Team building
- ◊ Political strategy
- ◊ Community organizing
- ◊ Report Preparation
- ◊ Service oriented
- ◊ Professional presentations
- ◊ Resource management
- ◊ Problem solving
- ◊ High level business strategy
- ◊ Computer Savvy
- ◊ Campaign field direction
- ◊ Canvassing organization
- ◊ Phone and text banking direction

Charles Taylor

Political Data Analyst

- ◇ Mayor Chokwe A. Lumumba City of Jackson
- ◇ Mayor William 'Bill' Truly City of Canton
- ◇ House of Representative Chris Bell, MS Legislature
- ◇ House of Representative Cheikh Taylor, MS Legislature
- ◇ House of Representative Earle Banks, MS Legislature
- ◇ House of Representative Tracey Rosebud, MS Legislature
- ◇ Tax Collector Eddie Fair Hinds County
- ◇ Election Commissioner Toni Johnson Hinds County
- ◇ Election Commissioner Yvonne Horton Hinds County
- ◇ Judge Toni Walker-Terrett, Circuit Court of Warren County
- ◇ Judge Paula Drungole-Ellis, Chancery Court of Oktibbeha County
- ◇ Judge Crystal Martin Wise, Chancery Court of Hinds County
- ◇ Judge Latrice Westbrook, Court of Appeals of Mississippi

EMPLOYMENT HISTORY

Chrome Strategic Partners: 2019 - present

- Partner

Peyton Strategies LLC: 2018 - present

- Principal
- Political Data Analyst

Mississippi Votes 2018 - present

- Data Manager and Consultant

One Voice: 2012 - present

- Legislative Writer
- Civic Engagement Consultant and Data Manager
- Organizer for Energy Democracy and the Democratization of Electric Cooperatives
- Director the Better Together Community Engagement Plan.

Initiative 42: 2014 - 2015

- Field Director and Campaign Coordinator
- Data Manager

National NAACP: 2012

- State Organizer for the "This is My Vote" Campaign in Mississippi.

EDUCATION

Bachelor of Arts
Morehouse College – Atlanta, GA

2012

Charles Taylor

Political Data Analyst

COMMUNITY AFFILIATIONS

- Mississippi State Conference NAACP State Political Action Chair
- United Way of Mississippi Grant Making Board Member
- We Own It Board Member and Treasurer
- National Baptist Convention, USA, Inc.:
- National Baptist Convention, USA, Inc. Data Scientist and Statistician
- Congressional Black Caucus Institute Bootcamp Alumni 2013
- Congressional Black Caucus Institute Bootcamp Presenter of Political Data Management
- Mississippi Democratic Party National Delegate At-Large for Hillary Clinton for President
- Young Democrats of Mississippi Data Director

SOCIAL AND CIVIC ORGANIZATIONS

- New Hope Baptist Church, Jackson, Mississippi
- Life-time Member of NAACP

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 APPOINT CHARLES TAYLOR TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT TO BEGLEY LAW FIRM, PLLC

WHEREAS, on February 4, 2020, the City Council authorized the Office of the City Attorney to incur expenses in connection with its pursuit of the claims owed to it by eXpert Professional Solutions (“xPs”); and

WHEREAS, on or before February 27, 2020, the Office of the City Attorney retained the services of the Begley Law Firm, PLLC, specifically Samuel L. Begley, Esq. to represent the interest of the City of Jackson in *City of Jackson v. Expert Professional Solutions, LLC, et. al*, County Court of the First Judicial District of Hinds County, Mississippi, Cause No.20-849; and

WHEREAS, on September 29, 2020, the City Council authorized approval of a professional legal services engagement with the Begley Law Firm, specifically Samuel L. Begley, Esq. in the amount of \$48,000.00 and on May 11, 2021, the City Council authorized approval of an amendment in the amount of an additional \$30,000.00 to the prior agreement for professional legal services agreement resulting in a total agreed upon amount of \$78,000.00.

WHEREAS, the prior authorization for professional legal services agreement expired September 30, 2021, however, the Begley Law Firm, specifically Samuel L. Begley, Esq., continued to represent the City of Jackson in *City of Jackson v. Expert Professional Solutions, LLC, et. al*, County Court of the First Judicial District of Hinds County, Mississippi, Cause No.20-849 by appearing before the City Council November 9th and November 11th, and representing the interests of the city during the November 15th through November 16th; and

WHEREAS, the Office of the City Attorney confirms professional legal services were performed after September 30, 2021 and Begley Law Firm, specifically Samuel L. Begley confirms the services were necessary; and

WHEREAS, pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the Office of the City Attorney recommends payment of the November 26, 2021 final invoice in the amount of \$11,237.50 to Begley Law Firm, PLLC for professional legal services provided between August 6, 2021 and November 26, 2021.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to provide payment to Begley Law Firm, PLLC for professional legal services provided between August 6, 2021 and November 26, 2021 in the amount of \$11,237.50.

Agenda Item # 18
Agenda Date December 7, 2021
(Lumumba)

M E M O R A N D U M

Office of the City Attorney
(601) 960-1799

Confidential and Privileged

TO: Chokwe Lumumba, Mayor

FROM: Torri Martin, City Attorney

DATE: December 2, 2021

RE: Payment of Final Invoice, Begley Law Firm, PLLC

Begley Law Firm, PLLC, specifically Samuel L. Begley, represented the City of Jackson in City of Jackson v. Expert Professional Solutions, LLC, et. al, County Court of the First Judicial District of Hinds County, Mississippi, Cause No.20-849. The amended contractual agreement expired September 30, 2021, however, Mr. Begley continued to represent the city in discussions with the City Council and during the November 15th to November 16th trial.

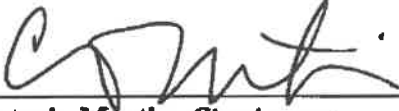
It would be in the best interests of the City to issue final payment in the amount of \$11,237.50 to Begley Law Firm, PLLC, specifically Samuel L. Begley.

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO BEGLEY LAW FIRM, PLLC**
is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

RESOLUTION DECLARING THE INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO EXTEND TO JULY 1, 2027, THE JACKSON CONVENTION & VISITORS BUREAU AND THE ONE PERCENT (1%) LEVY OF A TOURIST AND CONVENTION TAX ON RESTAURANTS, HOTELS, AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE JACKSON CONVENTION AND VISITORS BUREAU.

WHEREAS, an act to amend Chapter 909, Local and Private Laws of 1999, as amended by Chapter 941, Local and Private Laws of 2004, as amended by Chapter 958, Local and Private Laws of 2008, as amended by Chapter 954, Local and Private Laws of 2011, as amended by Chapter 937, Local and Private Laws of 2015, was last amended by Chapter 954, Local and Private Laws of 2019, to extend until July 1, 2022, the repeal date on the provisions of law that create the Jackson Convention and Visitors Bureau and provide the authority to impose a one percent (1%) tax on the gross proceeds of sales of restaurants, hotels and motels for the purpose of providing funds for the bureau; and

WHEREAS, the provisions of law that create the Jackson Convention and Visitors Bureau and impose a tax on the gross proceeds of sales of restaurants, hotels, and motels for the purpose of providing funds for the bureau is set to repeal on July 1, 2022; and

WHEREAS, the Council of the City of Jackson, Mississippi, wishes to extend the provisions of law that create the Jackson Convention and Visitors Bureau and provide the authority to impose a one percent (1%) tax on the gross proceeds of sales of restaurants, hotels and motels for the purpose of providing funds for the bureau.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI:

That we hereby adopt this Resolution to declare the wish of the Council of the City of Jackson, Mississippi, to amend Chapter 909, Local and Private Laws of 1999, last amended by Chapter 954 Local and Private Laws of 2018, to extend to July 1, 2027, the repeal date on the provisions of law that create the Jackson Convention and Visitors Bureau and provide the authority to impose a tax on the gross proceeds of sales of restaurants, hotels and motels for the purpose of providing funds for the bureau.

This Resolution shall be in force and in effect from and after its passage.

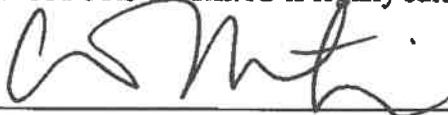
Agenda Item # 14
Agenda Date December 7, 2021
(Lumumba)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING THE INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO EXTEND TO JULY 1, 2027, THE JACKSON CONVENTION & VISITORS BUREAU AND THE ONE PERCENT (1%) LEVY OF A TOURIST AND CONVENTION TAX ON RESTAURANTS, HOTELS, AND MOTELS FOR THE PURPOSE OF PROVIDING FUNDS FOR THE JACKSON CONVENTION AND VISITORS BUREAU is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/2/21

DATE

OFFICE OF THE CITY ATTORNEY

RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on February 14, 2020, a local emergency was declared by the governing authorities of the City of Jackson, Mississippi due to extensive flooding from the Pearl River; and

WHEREAS, on March 13, 2020, a local emergency was declared by the governing authorities of the City of Jackson, Mississippi due to the Covid-19 pandemic; and

WHEREAS, in order for the City of Jackson, Mississippi to receive public assistance from the Mississippi Emergency Management Agency and the Federal Emergency Management Agency, an applicant agent must be designated to act on behalf of the City; and

WHEREAS, the applicant agent cannot be the Certifying Official, which is Mayor Chokwe Antar Lumumba; and

WHEREAS, the Administration recommends Tiffany Murray be designated as the Applicant Agent for Public Assistance.

IT IS, THEREFORE, ORDERED that Tiffany Murray is designated as the Applicant Agent for Public Assistance for the declared local emergencies on February 14, 2020 and March 13, 2020, respectively.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Federal Funding Accountability and Transparency Act of 2006 Reporting Form, Designation of Applicant Agent for Public Assistance Form, State-Local Disaster Assistance Agreement, and any and all other documents related to the same.

Agenda Item # 20
Agenda Date December 7, 2021
(Lumumba)



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: _____

3.) Registered in SAM (System of Award Management): Yes ___ No ___

4.) Physical Address Associated w/ DUNS #

Street _____

City _____ State _____

9-digit Zip (Must have 9 digit) _____ Country _____

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

6.) Is salary information for all top management positions available to public on SBC.gov? _____

7.) Do you subaward any grant funds received from MEMA? _____

8.) Applicant Point of Contact

Name:
Agency:
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revisior# _____

MEMA Office/State/Entity _____ Entered into FARS.gov by _____

Date Entered _____



DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- -DR-MS

Entity's Name: _____

Governing Body Type: _____

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: _____

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Council, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- _____ -DE-MS _____

AFFILIANT EFS #: _____

AFFILIANT NAME: _____

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organization, or authorized tribal organization (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unallowable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with FIPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 - Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicant's.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recover the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

NAME (Print) _____ SIGNATURE _____ DATE _____

Applicant Agent:

NAME (Print) _____ SIGNATURE _____ DATE _____

**MEMA Only
Governor's Authorized Representative:**

Gregory S. Michel, Executive Director
NAME _____ SIGNATURE _____ DATE _____

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
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OFFICE OF THE CITY ATTORNEY

This **RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12 | 2 | 21

DATE

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING TO EXECUTE AN AGREEMENT WITH KAOTIC MUZIK GROUP TO PROVIDE CINEMATOGRAPHY AND PHOTOGRAPHY SERVICES FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021

OFFICE OF THE CITY ATTORNEY
12/1/2021

WHEREAS, Mississippi Code Annotated Sections 17-3-1 and 17-3-3, 1972 as amended, authorize municipalities to expend funds, not to exceed the proceeds of one mil of the municipality's valuation and assessment, to advertise and bring into favorable notice the opportunities, possibilities and resources of the municipality; and

WHEREAS, the City applied and received grant funding from the W. K. Kellogg Foundation to create opportunities for workforce development; and

WHEREAS, the City of Jackson will host its 11th Annual Doing Business with the City (DBWTC) to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development projects; and

WHEREAS, DBWTC will bring into favorable notice the opportunities, possibilities, and resources of the municipality by educating and providing an opportunity for sponsors, developers, prime contractors, and minority business enterprises to network and build relationships as a means of inclusivity and capacity building by meeting with City leaders about the City processes and upcoming community development projects; and

WHEREAS, DBWTC will occur on Thursday, December 9, 2021 at the Jackson Convention Complex; and

WHEREAS, the City of Jackson is desirous to retain professional services to provide cinematography and photography at the Jackson Convention Complex for DBWTC; and

WHEREAS, Kaotic Muzik Group (KMG) will provide cinematography and photography services for Doing Business with the City (DBWTC) at the Jackson Convention Complex on Thursday, December 9, 2021; and

WHEREAS, KMG will provide cinematography services for three hours at a rate of \$185.00 for a total of \$555.00 and photography services for three hours at a rate of \$200.00 for a total of \$600.00; and

WHEREAS, the total cost to the City of Jackson for cinematography and photography services is \$1,155.00 which will be paid from the W.K. Kellogg Foundation-funded project, *Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*; and

IT IS HEREBY ORDERED that the Mayor be authorized to enter into an agreement with Kaotic Muzik Group (KMG) to provide cinematography and photography services at the Jackson Convention Complex on Thursday, December 9, 2021 for Doing Business with the City, with the term of this agreement to commence upon execution and to expire on December 9, 2021, totaling One Thousand One Hundred Fifty-Five Dollars and No Cents (\$1,155.00).

Agenda Item # 21
Agenda Date December 7, 2021
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 17, 2021

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KAOTIC MUZIK GROUP TO PROVIDE CINEMATOGRAPHY AND PHOTOGRAPHY SERVICES FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021	
2.	Purpose	To provide cinematography and photography services at Doing Business with the City (DBWTC)	
3.	Who will be affected	City of Jackson	
4.	Benefits	Economic Development;	
5.	Schedule (beginning date)	Upon Approval	
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"/>	CAO	
8.	COST	\$1,155.00	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant	
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 ___

Revised 2-04

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: November 17, 2021

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KAOTIC MUZIK GROUP TO PROVIDE CINEMATOGRAPHY AND PHOTOGRAPHY SERVICES FOR DOING BUSINESS WITH THE CITY TO BE HELD ON DECEMBER 9, 2021**

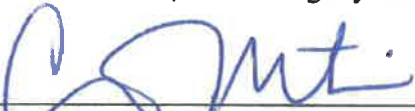
The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with Kaotic Muzik Group (KMG) to provide cinematography and photography services at the Jackson Convention Center on Thursday, December 9, 2021 for the 11th Annual Doing Business with the City ("DBWTC") to be held on December 9, 2021. The City of Jackson will host its 11th Annual Doing Business with the City to provide an arena for minority and women-owned business enterprises, contractors, and subcontractors to network and learn about City updates, processes, and community development. DBWTC will bring into favorable notice the opportunities, possibilities, and resources of the municipality by educating and providing an opportunity for sponsors, developers, prime contractors, and minority business enterprises to network and build relationships as a means of inclusivity and capacity building by meeting with City leaders about the City processes and upcoming community development projects. Kaotic Muzik Group will be paid a total of \$1,155.00, and the funds will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

Office of the City Attorney

455 East Capitol Street
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OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING TO EXECUTE AN AGREEMENT WITH KAOTIC MUZIK GROUP TO PROVIDE CINEMATOGRAPHY AND PHOTOGRAPHY SERVICES FOR DOING BUSINESS WITH THE CITY TO BE HEALD ON DECEMBER 9, 2021** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Keyona Stewart, *Deputy City Attorney* KS

12/1/21

DATE

OFFICE OF THE CITY ATTORNEY
Keyona Stewart

OFFICE OF THE CITY ATTORNEY
KID LUMUMBA
12/2/2021

ORDER AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER, AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF THE SAME.

WHEREAS, Section 21-19-65 of the Mississippi Code Annotated (1972), as amended, grants the governing authorities of a municipality to expend monies from the municipal general funds to match any other funds for the purpose of supporting social and community service programs including child and adult emergency shelters; and

WHEREAS, the City of Jackson is committed to ensuring that homeless persons are housed during severe weather periods; and

WHEREAS, Stewpot-Community Services Inc. is eligible to receive matching funds from the City of Jackson and provided confirmation of the availability of other funds; and

WHEREAS, the City of Jackson desires to award a matching grant on a reimbursement basis, to Stewpot Community Services, Inc for staffing the Emergency Shelter during severe weather periods; and

WHEREAS, the cost of such services will be dependent on the number of severe weather days that occur during the winter months, the cost should not exceed Fifteen Thousand Dollars (\$15,000); and

WHEREAS, upon award of the matching grant, the City of Jackson shall enter into a Memorandum of Understanding("MOU") with Stewpot Community Services, Inc. to open the Opportunity Center Day Shelter when temperatures reach 40 degrees or lower; and

WHEREAS, the Department of Human and Cultural Services recommends the execution of an MOU with Stewpot Community Services, Inc.

IT IS, THEREFORE, ORDERED that a matching grant, on a reimbursement basis, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) is hereby awarded to Stewpot Community Services, Inc., for the operation of an Emergency Shelter at the Opportunity Center Day Shelter during FY 2021-2022.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute a MOU between the City of Jackson and Stewpot Community Services, Inc. for the operation of the Emergency Shelter at Opportunity Center Day Shelter, as well as any and all documents related thereto, during the winter months of FY 2021-2022.

Agenda Item # 22
Agenda Date December 7, 2021
(Kidd, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10-18-2021
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	Memorandum of Understanding with Stewpot Community Services, Inc. for operation of the Opportunity Center as an emergency shelter during severe weather periods.																																													
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	Quality of Life																																													
3.	Who will be affected	Homeless individuals in the City of Jackson.																																													
4.	Benefits	Homeless individuals, services providers, and funding agencies.																																													
5.	Schedule (beginning date)	When signed by the Mayor.																																													
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"/>	Human and Cultural Services																																													
8.	COST	Not to exceed \$15,000.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Fund 001 433 00 6419																																													
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 Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMO

To: The Honorable Chokwe Antar Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd
Director

ADK

Date: October 18, 2021

Re: ORDER AUTHORIZING THE MAYOR TO EXECUTE A MOU WITH STEWPOT COMMUNITY SERVICES, INC.

This order authorizes the Mayor to execute a Memorandum of Understanding with Stewpot Community Services, Inc to provide emergency shelter services during severe weather periods. The MOU would require the City to reimburse Stewpot for the wages of staff associated with operating the shelter when temperatures are 40 degrees or lower not to exceed \$15,000.

During severe weather periods the other emergency shelters in the City fill up and there is an overflow. The Opportunity Center would open to accommodate the overflow population.

If you have questions, please let me know.

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 AWARDING A MATCHING GRANT TO STEWPOT COMMUNITY SERVICES, INC. FOR THE PROVISION OF EMERGENCY SHELTER SERVICES DURING SEVERE WEATHER, AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY SERVICES, INC. FOR PROVISION OF THE SAME is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *Interim City Attorney*

Keyona Stewart, *Deputy City Attorney* KS

11/21/21
DATE

OFFICE OF THE CITY ATTORNEY
Keyona Stewart
11/21/2021

ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE 2022 CHILDHOOD OBESITY PREVENTION AND ENVIRONMENTAL HEALTH & SUSTAINABILITY AWARD AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT.

11/17/21
KID
LUM
CITY OF JACKSON
OFFICE OF THE CITY CLERK

WHEREAS, the Department of Human and Cultural Services has a need to provide strategies to reduce childhood obesity and address environmental health and safety concerns; and

WHEREAS, the 2022 Childhood Obesity Prevention and Environmental Health & Sustainability award aims to support programs that engage community members and promote and stimulate behavioral change in childhood obesity prevention, environmental health and sustainability; and

WHEREAS, the application for funding was due on October 15, 2021; and

WHEREAS, said application was submitted in a timely manner requesting federal funds in the amount of \$250,000.00; and

WHEREAS, the Department of Human and Cultural Services is now seeking City Council's approval to ratify the submission of the application for funding; and

WHEREAS, the application submission included provisions that require Memoranda of Understanding ("MOU") between the City of Jackson and partnering organizations; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, it would be in the best interest of the City of Jackson to enter into a MOU with the partnering organizations.

Agenda Item # 23
Agenda Date December 7, 2021
(Kidd, Lumumba)

IT IS HEREBY ORDERED that the submission of a grant application to the 2022 Childhood Obesity Prevention and Environmental Health & Sustainability Awards is hereby ratified and the Mayor is hereby authorized to execute a MOU with the partnering organizations.

Item# _____

Date: _____

By: Dorsey-Kidd, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 11/2/2021

	P O I N T S	C O M M E N T S
1.	Brief Description/Purpose	Order ratifying the submission of a grant application to the 2022 Childhood Obesity Prevention and Environmental Health & Sustainability Award. The award aims to support programs that engage community members and promote or stimulate behavior change, in childhood obesity prevention, environmental health and sustainability and further authorizing the Mayor to execute a Memorandum of understanding with various community partners engaged in the delivery of services related to the grant.
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 	Quality of Life
3.	Who will be affected	Youth in the City of Jackson.
4.	Benefits	The benefit is to support stimulate behavior change in childhood obesity prevention and environmental health and sustainability.
5.	Schedule (beginning date)	When funds are awarded.
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Human and Cultural Services Department
8.	COST	No cost to the city
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"/> 	Grant - \$250,000

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: The Honorable Chokwe A. Lumumba
Mayor

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

Date: November 2, 2021

Re: Request to ratify submission of Grant Application

The Department of Human and Cultural Services is requesting approval of the submission of a grant application to the 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards on behalf of the City of Jackson in the amount of \$250,000.00. The purpose of this grant is to support childhood obesity prevention and environmental health and sustainability.

Should you have questions, please contact me.

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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE 2022 CHILDHOOD OBESITY PREVENTION AND ENVIRONMENTAL HEALTH & SUSTAINABILITY AWARD. THE AWARD AIMS TO SUPPORT PROGRAMS THAT ENGAGE COMMUNITY MEMBERS AND PROMOTE OR STIMULATE BEHAVIOR CHANGE, IN CHILDHOOD OBESITY PREVENTION, ENVIRONMENTAL HEALTH AND SUSTAINABILITY AND FURTHER AUTHORIZING THE MAYOR TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Keyona Stewart, Deputy City Attorney KS

11/17/21
DATE

ORDER RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL LEAGUE OF CITIES STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) REQUEST FOR MICRO-GRANT AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT.

OFFICE OF THE CITY ATTORNEY
WIKSAY

WHEREAS, the Department of Human and Cultural Services has a need to provide educational support through an objective coach; and

WHEREAS, the National League of Cities Strong Southern Communities Initiative (SSCI) micro-grant will provide funding for a coach to work directly with teachers, students, and parents in the City of Jackson Early Childhood Centers; and

WHEREAS, said application was submitted in a timely manner requesting federal funds in the amount of \$2,500.00; and

WHEREAS, the Department of Human and Cultural Services is now seeking City Council's approval to ratify the submission of the application for funding; and

WHEREAS, the application submission included provisions that require Memorandum of Understanding ("MOU") between the City of Jackson and partnering organizations; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, it would be in the best interest of the City of Jackson to enter into a MOU with the partnering organizations.

IT IS HEREBY ORDERED that the submission of a grant application to the National League of Cities Strong Southern Communities Initiative (SSCI) micro-grant application funding is hereby ratified and the Mayor is hereby authorized to execute a MOU with the partnering organizations.

Agenda Item # 24
Agenda Date December 7, 2021
(Kidd, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 11/4/2021

POINTS		COMMENTS																									
1.	Brief Description/Purpose	Order ratifying the submission of a grant application to the National League of Cities Strong Southern Communities Initiative (SSCI). The purpose of this grant is to provide support to our teachers, students and families by providing an objective coach for the City of Jackson Early Childhood Centers.																									
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 	Quality of Life																									
3.	Who will be affected	Children in the City of Jackson Early Childhood Centers																									
4.	Benefits	The benefit is to improve test scores and have students ready for first grade.																									
5.	Schedule (beginning date)	When funds are awarded.																									
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																									
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Human and Cultural Services Department																									
8.	COST	No cost to the city																									
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"/> 	Grant - \$2,500																									
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___ no ___</td> <td>N/A ___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes ___ 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 ___																							

MEMORANDUM

To: The Honorable Chokwe A. Lumumba
Mayor

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

Date: November 4, 2021

Re: Request to ratify submission of Grant Application

The Department of Human and Cultural Services is requesting approval of the submission of a grant application to the National League of Cities Strong Southern Communities Initiative (SSCI) on behalf of the City of Jackson in the amount of \$2,500.00. The purpose of this grant is to provide support to our teachers, students, and families by providing an objective coach for the City of Jackson Early Childhood Centers.

Should you have questions, please contact me.

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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL LEAGUE OF CITIES STRONG SOUTHERN COMMUNITIES INITIATIVE (SSCI) REQUEST FOR MICRO-GRANT AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VARIOUS COMMUNITY PARTNERS ENGAGED IN THE DELIVERY OF SERVICES RELATED TO THE GRANT is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Keyona Stewart, Deputy City Attorney KS



DATE

OFFICE OF THE CITY ATTORNEY
Keyona Stewart

OFFICE OF THE CITY ATTORNEY
12/7/21

ORDER AUTHORIZING THE MAYOR TO ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI FOR THE SUBMISSION AND ACCEPTANCE OF THE FY 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$247,212.00.

WHEREAS, the City of Jackson has been awarded a grant for the Fiscal Year 2021 Edward Byrne Memorial (JAG); and

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Grant Program requires no matching funds; and

WHEREAS, the grant will assist the Jackson Police Department in the Purchase of six (6) Patrol SUV's fully equipped and with lights and sirens for patrol operations. Also, Hinds County will receive \$30,000 for the purchase of (1) SUV; and

IT IS, HEREBY, ORDERED that the Mayor's is authorized to accept this award for the FY 2021 Edward Byrne Memorial (JAG) Program for the amount of \$247,212 and that the Mayor is further authorized to accept said award and enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant award. All applications and other required documents which may have been executed by the Mayor or his designee prior to the approval of this order are hereby ratified.

Agenda Item # 25
Agenda Date December 7, 2021
(Davis, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 18, 2021
DATE

POINTS		COMMENTS			
1.	Brief Description/Purpose	Order Authorizing The Mayor's to enter into an Interlocal Cooperative Agreement between the City of Jackson, Mississippi and Hinds County, Mississippi for the submission and acceptance of the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$247,212.			
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	Crime Prevention			
3.	Who will be affected	City of Jackson			
4.	Benefits	To improve the safety and well-being of the citizens of Jackson.			
5.	Schedule (beginning date)	As per grant guidelines			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL WARDS CITY WIDE			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Jackson Police Department			
8.	COST	Grant Funds: No Matching Funds Required City of Jackson \$217,212 Hind County \$30,000			
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input checked="" type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Edward Byrne Memorial Justice Assistance Grant (JAG) United States Department of Justice(DOJ)			
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 ___


Jackson Police Department



327 East Pascagoula Street
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James E. Davis, Chief of Police  11-18-21

Date: November 18, 2021

Subject: FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) and Interlocal Cooperative Agreement between the City of Jackson and Hinds County

The City of Jackson Police Department has been granted an award in the amount of \$247,212 for the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) and Implementation Program. Funds through this award will assist the Jackson Police Department in the Purchase of six (6) police SUV's fully equipped and with lights and sirens for patrol operations. This grant will also, assist Hinds County in the amount of \$30,000 dollars to purchase (1) SUV. As a part of the requirements the City of Jackson and Hinds County must have an Interlocal Cooperative Agreement between the two agencies. The Jackson Police Department is requesting that the Mayor is authorized to enter into an agreement with Hinds County for FY 2021 Edward Byrne Memorial (JAG).

Should you have any questions or concerns, please do not hesitate to contact me.

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 ENTER IN TO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF JACKSON MISSISSIPPI AND HINDS COUNTY, MISSISSIPPI FOR THE SUBMISSION AND ACCEPTANCE OF THE FY 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$247, 212.00 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 

12/1/21

DATE

OFFICE OF THE CITY ATTORNEY
12/1/21

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. TO PROVIDE TASERS FOR POLICE OFFICERS. THIS TECHNOLOGY WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME.

OFFICE OF THE CITY ATTORNEY
11/30/21

WHEREAS, it is in the best interest of the City of Jackson, Mississippi (“City”) and the Jackson Police Department (“JPD”) that the City enter in to a Master Services and Purchasing Agreement (hereinafter referred to as “contract”) with Axon Enterprise, Inc. (“Axon”), a technology company which sales and services tasers for law enforcement agencies; and

WHEREAS, the Axon Enterprise Taser program will assist the JPD in its efforts to fight crime and provide JPD officers with the best law enforcement equipment for the needs of the communities JPD serve; and

WHEREAS, a description of the services and equipment to be purchased, as well as the payment schedule, is denoted in the attached quotation from Axon attached hereto and incorporated herein as “Exhibit A”, and said exhibit shall be considered a part of this order for all purposes; and

WHEREAS, Axon, is the sole source for TASER brand conducted electrical weapons (CEWs) and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services; and

WHEREAS, the Evidence.com data management system is a secured centralized digital evident management system which will automatically accept data from the Axon taser; and

WHEREAS, Axon has provided written verification that it is the sole source provider of the taser equipment, accessories, and evidence management system to be purchased. Further, the conditions and circumstances require the purchase of the aforementioned equipment and services; and

WHEREAS, the total cost of the items purchased and subject to the Master Services and Purchasing Agreement is \$1,166,774.28 to be paid in five payments over a 5-year period, The Year 1 payment of \$93,341.94 being due in December 2021. The remaining balance would be paid in installments of \$288,358.08 due in December of the following four years.

IT IS, HEREBY, ORDERED that the Mayor is authorized to accept and execute a contract with Axon Enterprise, Inc. for the above-described Axon Enterprise Taser program with the aggregate cost not to exceed \$1,166,774.28 which shall be paid over a five year term as described above.

Agenda Item # 26
Agenda Date December 7, 2021
(Davis, Lumumba)

IT IS FURTHERED ORDERED that the Mayor, or his designee(s), be authorized to execute any and all documents necessary for the acceptance and administration of said contract.

APPROVED FOR AGENDA:

By: DAVIS, LUMUMBA.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

4/20/2021

To: Click or tap here to enter text.

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER 7 Certification

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon Enterprise is the sole source for the TASER 7 energy weapon Certification plan.

TASER Product Packages

- 1. TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
- 2. TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
- 3. TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>	<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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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 T ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. TO PROVIDE TASERS FOR POLICE OFFICERS. THIS TECHNOLOGY WILL ENHANCE THE JACKSON POLICE DEPARTMENT FOR YEARS TO COME** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
James Anderson, Special Assistant



12/1/21

DATE

OFFICE OF THE CITY ATTORNEY
JAM
WJA/ea

OFFICE OF THE CITY ATTORNEY
12/21/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL ABOUT ANIMALS, INC., TO PROVIDE VETERINARY CARE TO ANY AND ALL ANIMALS LOCATED AT THE JACKSON ZOO, FOR THE SUM OF TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH, BEGINNING NOVEMBER 1, 2021 AND ENDING NOVEMBER 30, 2022. (WARD 5) (HARRIS, LUMUMBA)

WHEREAS, the Jackson Zoo and Department of Parks and Recreation desires to retain All About Animals, Inc., to ensure veterinary services are continued at the Jackson Zoo, by a licensed veterinarian, practicing veterinary care, as needed; and

WHEREAS, All About Animals, Inc., is a veterinary clinic owned and operated by Drs. Michael and Rebecca Holifield; and

WHEREAS, All About Animals, Inc., will provide veterinary care when necessary, to animals located at the Jackson Zoo, for the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) per month, which includes the cost for drugs; and

WHEREAS, veterinary services rendered at the Jackson Zoo will begin November 1, 2021 and end October 31, 2022; and

WHEREAS, veterinary services may necessarily have been rendered and/or prior to this order being submitted for approval; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, in the event the Jackson Zoo does not have sufficient or adequate facilities for a particular procedure, veterinarian(s) will take the animals to their clinic to perform the necessary services, at no extra cost to the Jackson Zoo; and

WHEREAS, veterinarian(s) agree to visit the Jackson Zoo weekly to check on animals and determine if treatment is needed by the Veterinarian, the Animal Curator and/or Veterinarian Technician.

IT IS, THEREFORE, ORDERED veterinary services are ratified and/or authorized to be provided for November 1, 2021 thru October 31, 2022, by All About Animals, Inc., for the continuous care of animals at the Jackson Zoo.

IT IS FURTHER ORDERED that the City is hereby authorized to make payments to All About Animals, Inc., in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00) per

Agenda Item # 27
Agenda Date December 7, 2021
(Harris, Lumumba)

month, not exceeding an aggregate amount of Thirty-two Thousand Four Hundred Dollars (\$32,400.00) which includes cost of any and all drugs necessary in the treatment of any animal located at the Jackson Zoo.

(HARRIS, LUMUMBA)

Item No.:	
Date:	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11-19-21

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order authorizing the Mayor to execute an agreement with all About Animals, Inc., to provide veterinary care to any and all animals located at the Jackson Zoo, for the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) per month, beginning November 1, 2021 and ending November 30, 2022.																																													
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	Quality of Life																																													
3.	Who will be affected	All animals at the Jackson Zoo.																																													
4.	Benefits	To ensure continuous care of veterinary care of all animals at the Jackson Zoo.																																													
5.	Schedule (beginning date)	Upon City Council approval.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 5 No																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Zoo and the Department of Parks and Recreation.																																													
8.	COST	Two Thousand Seven Hundred Dollars (\$2,700.00) per month, from November 1, 2021 – November 30, 2022.																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account: 390-498.00-6419																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___</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>___</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>___</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>___</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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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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: November 19, 2021
RE: Jackson Zoo – All About Animals, Inc.

This is an Order authorizing the Mayor to execute an agreement with all About Animals, Inc., to provide veterinary care to any and all animals located at the Jackson Zoo, for the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) per month, beginning November 1, 2021 and ending November 30, 2022.

The Jackson Zoo and Department of Parks and Recreation recommends that this Order is accepted.

Thank you.

IBHjr/pb

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 AN AGREEMENT WITH ALL ABOUT ANIMALS, INC. TO PROVIDE VETERINARY CARE TO ANY AND ALL ANIMALS LOCATED AT THE JACKSON ZOO, FOR THE SUM OF TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700.00) PER MONTH, BEGINNING NOVEMBER 1, 2021 AND ENDING NOVEMBER 30, 2022** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
James Anderson, *Special Assistant* 



DATE

Patrice Bernard

From: Patrice Bernard
Sent: Thursday, December 2, 2021 10:47 AM
To: allaboutanimalsvet@yahoo.com
Cc: David Wetzel; Kimberly Allen
Subject: Jackson Zoo Veterinarian Contract - Professional Liability Request

Good Morning Drs. Michael and Beckey Holifield,

I'm sorry I was unable to reach you by phone. A copy of your Veterinarian Contract was sent to us from the Jackson Zoo, so that we may process to go before City Council. (Our Legal Department is requesting that you provide a copy of your Professional Liability Insurance.) We have been asked to submit along with your contract, once the agenda item is approved by City Council, for the Mayor's signature.

Please email a copy as soon as possible.

Please feel free to call me at 601-960-0716, if you have any questions.

Patrice

.....

Patrice Bernard, Executive Office Coordinator
Department of Parks & Recreation
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office) ■ 601-960-1576 (Fax)
Email: pbernard@jacksonms.gov
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

This e-mail and any files transmitted are confidential, and intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient's or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other uses, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

Veterinarian Contract

This contract made and entered into by and with All About Animals, Inc, a veterinary clinic owned and operated by Drs. Michael and Rebecca Holifield and the Jackson Zoo owned and operated by the City of Jackson. Drs. Holifield are licensed veterinarians practicing in the State of Mississippi, hereinafter referred to as “Doctor” and the Jackson Zoo referred to as “JZ”

This for and in consideration of the mutual benefits and advantages each to the other as hereinafter set forth, the parties agree as follows:

1. JZ does hereby employ Doctor, a licensed veterinarian practicing veterinary medicine in the State of Mississippi, for the purpose of providing veterinary care when and as necessary, on animals located in the Jackson Zoological Park, and to pay Doctor the sum of two thousand seven hundred dollars (\$2700) per month.
2. JZ will not charge Doctor for any drugs necessary for the treatment of said animals, the price to be paid for said drugs being the wholesale price paid by Doctor.
3. JZ will afford the Doctor the use of any and all facilities at the Jackson Zoological Park for treating and performing surgical operations upon any of the animals in said Jackson Zoological Park, and will in addition to, furnish any and all extra help for said purpose. When zoo employees are assisting the vet, it is understood that the employees are under the vet's direction for the purpose of those duties.
4. In the event that JZ does not have sufficient and adequate facilities for a particular procedure, Doctor will take the animals to his clinic and the necessary services will be performed on said animals in the Doctor's clinic, all at no extra cost to JZ.
5. Doctor accepts the employment herein tendered him by JZ and contracts and agrees to furnish his best professional services in the treatment of the animals in the Jackson Zoological Park, all for the consideration herein set forth.
6. Doctor agrees that he will visit the Jackson Zoological Park in his professional capacity at least weekly and review the animals located therein and determine treatment by him, the Animal Curator and/or Veterinarian Technician. Doctor also agrees to provide professional support.

Examples of support needed include: husbandry needs, exhibit needs, keeper training, consultation with senior staff on animal management issues, zoonotic disease prevention, etc.

7. In the event of any emergency situation, when Doctor will be on vacation or out of town and cannot be reached, Doctor will, prior to said time, make arrangements with another veterinarian suitable to the Deputy Director of the Jackson Zoological Park to substitute for Doctor, said substituted veterinarian to be furnished the same facilities and privileges as furnished the Doctor under the terms of this contract. JZ will pay the fee for a substitute veterinarian up to 28 hours per fiscal year. All other fees will be paid by Doctor.
8. Doctor agrees that he or his designee will be on call 24 hours a day to furnish advice or to come to the Jackson Zoological Park and furnish medical or surgical services.
9. In the event controlled substances are administered by Zoo personnel without the direction and or presence of Dr. Holifield (as permitted by existing law), JZ will hold Dr. Holifield harmless against any claim by JZ itself.
10. Doctor agrees to furnish to JZ any and all drugs necessary in the treatment of any of the animals in the Jackson Zoological Park at his cost.
11. Doctor shall provide proof on insurance both general liability and professional liability. Doctor agrees to hold harmless, defend and indemnify Zoo from and against any claims made against Zoo which are based in whole or in part on the acts or omissions of Doctor.
12. The term of this contract shall be for a period of One (1) year, beginning November 1, 2021 and may be canceled by either party upon sixty (60) days written notice to the opposite party.

IN WITNESS WHEREOF, the parties hereto have set their signatures

Date: _____



Dr. Michael Holifield

Date: 11-11-21

OFFICE OF THE CITY ATTORNEY
3/29/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH THE JXN MUSIC GROUP AND THE DEPARTMENT OF PARKS AND RECREATION, FOR THE ACCEPTANCE OF A TEN THOUSAND DOLLAR (\$10,000.00) VENUE RENTAL FEE, TO ASSIST WITH THE JACKSON SOULFUL SERIES JXN FEST EVENT, TO BE HELD AT BUDDY BUTTS PARK, MAY 25-31, 2022. (WARD 4) (HARRIS, LUMUMBA)

WHEREAS, JXN Fest will be a three (3) day multi-genre music festival celebrating Jackson, Mississippi, from May 27 – May 29, 2022; and

WHEREAS, JXN Fest is designed to be a huge asset for the City of Jackson; and will be based on local businesses and artists, drawing national attention to Jackson, due to the big-time headliners that will also perform; and

WHEREAS, JXN Music Group (JMG) will pay Ten Thousand Dollars (\$10,000.00) for venue rental (including standard park upkeep) to have exclusive access to Buddy Butts Park, from May 25 – May 31, 2022; and

WHEREAS, JXN Music Group (JMG) has proposed the following for the Buddy Butts Park venue, as listed below.

1.	JMG will pay a Ten Thousand Dollar (\$10,000) venue fee, to secure Buddy Butts Park.
2.	Through a third party User JMG will hire a contractor and/or contractors, to perform necessary additional infrastructure in preparation of the event including: a) Any additional or non-standard landscaping maintenance starting three (3) months prior to the event. b) Non-standard beautification of the park, one (1) month prior to the event.
3.	A full security team will be provided by Cobra Security, paid for by JXN Music Group.
4.	Bathrooms will be provided by JXN Music Group.
5.	JXN Music Group will promote all that Buddy Butts Park has to offer, in addition to promoting the venue.

WHEREAS, the Department believes executing this agreement is in the best interest of the City of Jackson.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and all other necessary documents, for a Facility Use Agreement with JXN Music Group, for the acceptance of Ten Thousand Dollars (\$10,000.00), to have exclusive access to Buddy Butts Park, from May 25 – May 31, 2022, to host a three (3) day JXN Fest, May 27 – May 30, 2022.

Agenda Item # 28
Agenda Date December 7, 2021
(Harris, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11-22-21

DATE

POINTS		COMMENTS																																			
1.	Brief Description/Purpose	Order authorizing the Mayor to execute a Facility Use Agreement with the JXN Music Group and the Department of Parks and Recreation to assist with the Jackson Soulful Series JXN Fest event, accepting a Ten Thousand Dollar (\$10,000.00) fee from the JXN Music Group for field usage to host the 2022 JXN Fest at Buddy Butts Park, may 25-31, 2022.																																			
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	Neighborhood Enhancement Quality of Life																																			
3.	Who will be affected	Buddy Butts park grounds and patrons attending the event.																																			
4.	Benefits	To provide a fun-filled three-day event of music and fun for all ages and also payment in the amount of \$10,000.00 for venue field usage at Buddy Butts Park.																																			
5.	Schedule (beginning date)	Upon City Council approval.																																			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4 No																																			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	JXN Music Group and the Department of Parks and Recreation.																																			
8.	COST	None																																			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																			
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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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: November 22, 2021
RE: JXN Music Group – JXN Fest

Order authorizing the Mayor to execute a Facility Use Agreement with the JXN Music Group and the Department of Parks and Recreation to assist with the Jackson Soulful Series JXN Fest event, accepting a Ten Thousand Dollar (\$10,000.00) fee from the JXN Music Group for field usage to host the 2022 JXN Fest at Buddy Butts Park, may 25-31, 2022.

The Department of Parks and Recreation believes executing this agreement, is in the best interest, and recommends that this Order is approved.

Thank you.

IBHjr/pb

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 FACILITY USE AGREEMENT WITH THE JXN MUSIC GROUP AND THE DEPARTMENT OF PARKS AND RECREATION, FOR THE ACCEPTANCE OF A TEN THOUSAND DOLLAR (\$10,000.00) VENUE RENTAL FEE, TO ASSIST WITH THE JACKSOB SOULFUL SERIES JXN FEST EVENT, TO BE HELD AT BUDDY BUTTS PARK, MAY 25-31, 2022 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
James Anderson, Special Assistant 

12/1/21

DATE


12/29/21
OFFICE OF THE CITY ATTORNEY

**JXN MUSIC GROUP / JXN FEST
FACILITY USE AGREEMENT**

This **Exclusive Agreement**, made by and between the **City of Jackson, Mississippi**, a municipal corporation, hereinafter called "**City**", and the **JXN Music Group**, hereinafter called "**User**".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. Term

The User shall host a three (3) day JXN Fest in the City-owned **Buddy Butts Park**, located at **6180 North McRaven Road**, for the period **beginning May 25, 2022** and **ending May 31, 2022**. JXN Music Group will pay **Ten Thousand Dollars (\$10,000.00)** for venue rental (including standard park upkeep) to have exclusive access to Buddy Butts Park.

2. Hours of Operation

The User has permission to use the facility as needed for the preparation of standard landscaping maintenance, staging, lighting set-up and post clean-up, etc., of Buddy Butts Park.

3. City's Maintenance of Premises

The City shall be responsible for cutting the grass and landscaping at the Buddy Butts Park. All such maintenance will be performed consistent with the Parks regular maintenance schedule and at the total discretion of the City. Failure to maintain shall not expose City to liability from the User. The User shall promptly notify the City of any needed repairs.

4. Facility User's Maintenance of Premises

The User agrees to ensure that the assigned areas are maintained in a neat and orderly appearance at all times. Garbage, debris, and trash will be removed from the premises daily and at such other intervals necessary to ensure that the Park is clean, neat, and orderly.

5. Signs/Banners

Erection by the User of any sign or banner shall require the prior written approval of the City of Jackson Director of Parks and Recreation or his designee.

6. Utilities

The City of Jackson shall pay the expense of all utilities required for the facility's operation; however, the User shall be financially responsible for excessive electricity and water consumption at the Facility that exceeds \$10,000.00, as billed to the City, during the term of this Agreement. *In addition, the User shall*

JXN MUSIC GROUP – FACILITY USE AGREEMENT

be solely responsible for the installation and payment of all telephone services deemed necessary for its operation pursuant to this Agreement.

7. Equipment/Uniforms/Personnel

The User shall provide all equipment, uniforms, and personnel necessary to operate its event.

8. Building Improvements

The User shall make no temporary or permanent physical improvements to the Facilities without first obtaining approval from the governing authorities. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City.

9. Revenue

All revenue received by the User shall be used for the benefit of operating and managing its event.

10. Fee

A fee of Ten Thousand Dollars (\$10,000.00) shall be made payable to the City of Jackson, Department of Parks and Recreation, prior to May 25, 2022.

11. Bathroom Facilities

The User will provide bathroom facilities for the event. Bathroom facilities will be clean, sanitary, and sufficiently stocked with toilet paper, paper towels, and anti-bacterial soap to meet the demands of event users.

12. Ownership

The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his designee's written consent prior to entering into any concession agreement with a third party. Such approval may be subject to approval by the City's governing authorities. Any agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his designee prior to taking effect.

13. Vandalism

The User shall report all vandalism to the Director or his designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism.

14. Certificate of Liability Insurance Policy

The User shall provide the Director or his designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage.

JXN MUSIC GROUP – FACILITY USE AGREEMENT

15. Indemnification

The User agrees to indemnify, defend and hold harmless the City, its officers, directors, stockholders, employees and agents thereof from and against any and all suits, actions, legal or administrative proceedings, claims, damages, demands, settlements, judgments, liabilities, interest, attorney's fees, losses, costs, and expenses of whatsoever kind or nature in any manner caused by any act, omission, or other fault of the User or any of its employees, or anyone acting under its directions, control or on its behalf in connection with or incidental to the performance of this Agreement. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement.

16. JXN Music Group Details – May 25-31, 2022

- a. Estimating 25,000 to 35,000 attendees over the course of the three (3) day weekend event.
- b. Fifty (50+) plus artists will perform.
- c. Four (4) different stages will be erected, with top-of-the-line audio/visual production.
- d. Visuals/lighting will be provided throughout the venue to encourage engagement and interactions, creating an immersive experience for all.
- e. The *Arts Village* will highlight Jackson-based businesses, food vendors and artists.
- f. A *Sports Bar* tent, as well as a large *VIP* tent will be available for appropriate ticket holders.
- g. Morning and evening yoga classes will be offered by Jackson Yoga instructors.
- h. Approximately ten (10) to fifteen (15) local food vendors will be onsite.
- i. Bars will be stationed, throughout the festival grounds.
- j. Jackson experiences created throughout the festival grounds.
- k. A fireworks show will display each night (May 27 – May 30, 2022).
- l. The User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap or national origin, be excluded from participation as a result of any use or activity by the user at the stated facility.

JXN MUSIC GROUP – FACILITY USE AGREEMENT

17. JXN Music Group Proposal

User will pay Ten Thousand Dollars (\$10,000.00) to the City of Jackson, Department of Parks & Recreation, for venue rental (including standard park upkeep), to allow User to have exclusive access from May 25 – May 31, 2022.

18. Through a third party, User will hire a contractor and/or contractors, to perform necessary and additional infrastructure preparation for the event. This will include:

- a. Any additional or non-standard landscaping maintenance, starting three (3) months prior to the event.
- b. Non-standard beautification of the park, one (1) month prior to the event.
- c. Trash clean-up will be provided by User, during and after the event.

19. A full security team will be provided by Cobra Security, and paid for by User.

20. Bathrooms will be provided by User.

21. User will promote everything the park has to offer, in addition to promoting the JXN Fest venue.

MAP OF FESTIVAL GROUNDS



JXN MUSIC GROUP – FACILITY USE AGREEMENT

22. Stage Locations

There will be four (4) different stages located throughout the festival grounds, as shown above.

- a. The area located between the *Art* stage and the *Hay Day* stage will be the *Arts Village*. This will be the food and vendor hub for JXN Fest. This will also be an area designed to highlight the creativity of the people in Jackson. (People from across the state and the south, will have the opportunity to experience the rich culture Jackson has to offer.)
- b. The parking/camping area will be fully monitored with 24 hour security.
- c. Each stage will be fully equipped for everyone attending, to watch safely.

23. Termination of Use Agreement

If the User fails to fulfill any of its duties, the City may immediately deliver written notice stating what duties have not been fulfilled. If said defects are not corrected within thirty (30) days, the City may immediately deliver written notice to the User of contract termination. The City will be under no obligation to pay the User for termination, to buy out the Manager, buy fixtures, other equipment or stock. At termination of this Agreement, the User will remove, without damage to JXN Music Group, all personal property.

24. Notices

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City of Jackson Ison B. Harris, Jr., Director Department of Parks & Recreation 1000 Metro Drive, Suite 104 Jackson, MS 39209 iharris@jacksonms.gov 601-960-0716	Managing Partner William Cooke President A&R/COO JXN Music Group 442 Dunbar Street Jackson, MS 39216 will@jxnmusicgroup.com 601-507-7806	With a Copy to: Office of the City Attorney 455 East Capitol Street Jackson, MS 39201 601-960-1799
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25. This Agreement is executed by each party hereto after first being duly authorized to do so.

JXN MUSIC GROUP – FACILITY USE AGREEMENT

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Chokwe Antar Lumumba, Mayor

DATE: _____

JXN MUSIC GROUP

BY: _____
William Cooke, President A&R/COO

DATE: _____



442 Dunbar Street
Jackson MS 39216
(601) 507 - 7806

JXN Fest

May 27-29, 2022

Overview

We are based out of Jackson, Mississippi and have a passion to bring large events to the state that are not only successful but beneficial to all parties involved. JXN Fest will be our biggest event to date, and we would love to use Buddy Butts Park as the venue to help make it happen.

JXN Fest will be a three day multi genre music festival celebrating Jackson, Mississippi. From local bands to local vendors and food. JXN Fest is poised to be a huge asset for the city of Jackson. Not only will it be based on local business and artists, but it will draw national attention to Jackson due to the big time headliners that will also be performing.

Goals

1. **To celebrate Jackson:** At our core the main goal is to show the rest of the country how amazing and competitive Jackson, MS is today. Utilizing local artists, vendors, and food we can show how well diverse and great our city truly is. Using the pull from the global artists it will show that here in Jackson, we have the clientele to support these large scale events.
2. **To Grow the music scene in Jackson:** By giving our local creative community this kind of platform we can help more people advance in their musical careers from right here in our

home city, Jackson. This would be great for the city of Jackson as well as the state of Mississippi as a whole.

Details

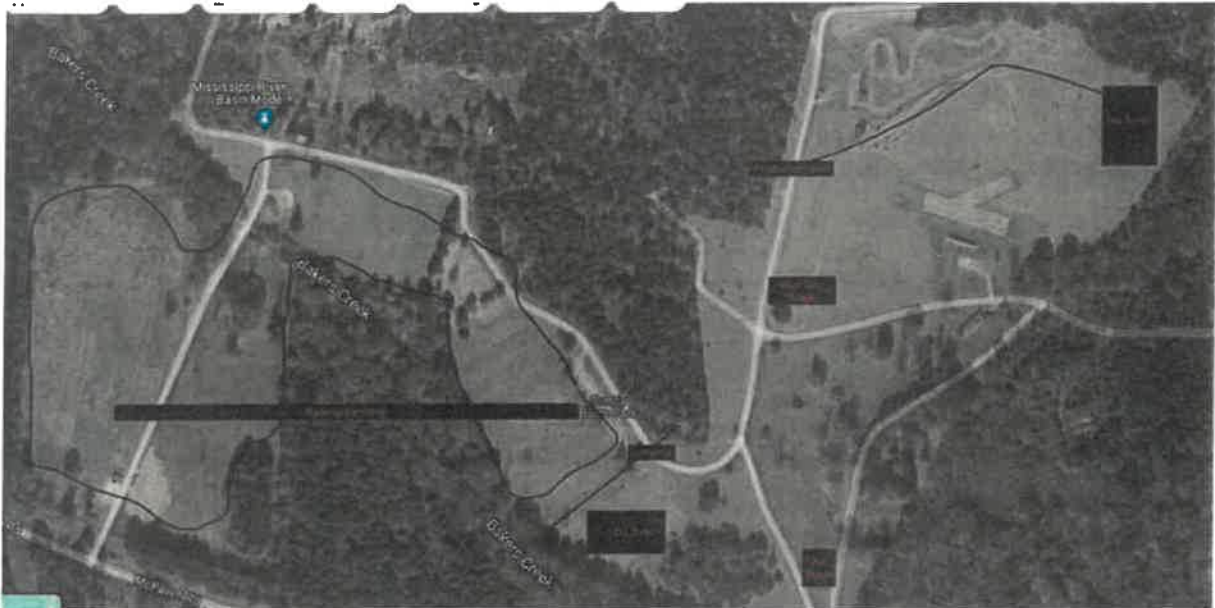
May 27-30, 2022

1. Estimating 25,000 to 35,000 attendees over the course of the three day weekend.
2. 50+ artist performances
3. 4 different stages with top of the line audio/visual production
4. Visuals/lighting throughout the venue to encourage engagement and interactions, creating an immersive experience
5. Arts village to highlight Jackson based businesses, food vendors, and artists
6. Sports bar tent, as well as large VIP tent for appropriate ticket holders
7. Morning and evening yoga classes from Jackson Yoga instructors
8. 10-15 local food vendors
9. Bars throughout the festival grounds
10. Jackson experiences created throughout the festival grounds
11. Fireworks show every night

Proposal For Buddy Butts Park Venue

1. \$10,000 for venue rental (including standard park upkeep) for JMG Promotions to have exclusive access from May 25th - May 31st 2022
2. JXN Music Group will cover through a third party contractor the necessary additional infrastructure for preparation of the event. This will include:
 - a. Any additional or non standard landscaping maintenance starting three months prior to the event
 - b. Non standard beautification of the park one month prior to the event
 - c. Trash clean up post event
3. Full security team through Cobra Security, Paid for by JXN Music group
4. Bathrooms will be provided by JXN Music Group
5. Promotion on what the park has to offer other than being a venue

Map of Festival Grounds



As you can see, there will be four different stages located throughout the festival grounds. Some things to note:

1. The area located between the art stage and the hay day stage will be the arts village. This will be the food and vender hub for JXN Fest. This will also be an area designed to highlight how amazing and creative the people of Jackson are. People from across the state and the south will be able to experience the rich culture Jackson has to offer.
2. The parking/camping will be fully monitored by 24 hour security.
3. Each stage will be fully equipped for everyone attending to watch safely.

Socials

1. Instagram
 - a. https://www.instagram.com/jxn_fest/

b. <https://www.instagram.com/jxnmusicgroup/>

2. Websites

a. <https://www.jxnmusicgroup.com>

b. <https://www.ticketfairy.com/pre-registration/jxn-fest-27may2022>

3. Facebook

a. <https://www.facebook.com/JXNfest>

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE INCREASING THE SUB-AWARD GRANT FROM \$132,431.00 TO \$165,540.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER

WHEREAS, the Department of Planning and Development, Business Entrepreneurial Assistance Team, partnered with the Mississippi Small Business Development Center, to assist small business owners in increasing their capacity through the provision of information, management and technical assistance; and

WHEREAS, through said partnership, there has been an increase in the number of small business start-ups, which has provided job opportunities and enhanced the City's tax base; and

WHEREAS, on August 31, 2021, the governing authorities authorized the Mayor to execute the contract and related documents with the University of Mississippi, on behalf of the Mississippi Small Business Development Center State Office, to receive a sub-award grant in the amount of \$132,431.00; and

WHEREAS, Mississippi Small Business Development Center State Office will increase the sub-award grant from \$132,431.00 to \$165,540.00, which consists of an increase of \$3,750.00 in Federal funding, an increase of \$26,349.00 in State funds and Local in-kind, and an increase of \$3,010.00 in indirect cost; and

WHEREAS, any matching funds required from the City will come from the salary of existing staff persons in the Business Development Division and will not necessitate an increase in the Department's budget; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office to increase the sub-award grant from \$132,431.00 to \$165,540.00, which consists of an increase of \$3,750.00 in Federal funding, an increase of \$26,349.00 in State funds and Local in-kind, and an increase of \$3,010.00 in indirect cost. Any matching funds required from the City will come from the salary of existing staff persons in the Business Development Division and will not necessitate an increase in the Department's budget.

Agenda Item # 29
Agenda Date December 7, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/7/2021

P O I N T S		C O M M E N T S								
1.	Brief Description	ORDER AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE INCREASING THE SUB-AWARD GRANT FROM \$132,431.00 TO \$165,540.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER								
2.	Purpose	Fund a Host Small Business Development Center for the City of Jackson								
3.	Who will be affected	Existing and potential small businesses in the City of Jackson								
4.	Benefits	Provide technical assistance to existing businesses and entrepreneurs in the City of Jackson								
5.	Schedule (beginning date)	Upon approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	citywide								
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning & Development								
8.	COST									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	(New Grant) Small Business Association Federal Funds Grant Via University of Mississippi								
1	EBO participation See attached sheets from Vendors	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___ X ___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___ X ___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___ X ___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___ X ___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___ X ___



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Jordan Rae Hillman, AICP, Director
Date: December 1, 2021

Subject: Order Amending the August 31, 2021 Order and Authorizing the Mayor to Execute the contract and realted documents with University of Mississippi on behalf of the Mississippi Small Business Development Center.

The attached Amendment Agenda item authorizes the Mayor to execute the contract with the University of Mississippi on behalf of the Mississippi Small Business Development Center State Office. Mississippi Small Business Development Center State Office to increase the sub-award grant from \$132,431.00 to \$165,540.00 which consist of Federal increase of \$3,750, State and Local in-kind \$26,348, Direct \$30,098 and Indirect \$3,010. The City’s match funds will come from existing staff persons in the Business Development Division.

FY21 COJ CENTER BUDGET	Original Budget	Supplemental Funds Oct 1 – Dec 31, 2021	Revised Budget
Federal	15,000	3,750	18,750
Cash	-	-	-
State/Local	105,392	26,349	131,741
In-Kind	-	-	-
Direct	120,392	30,098	150,491
InDirect	12,039	3,010	15,049
Total Budget	132,431	33,109	165,540

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 AMENDING THE AUGUST 31, 2021 ORDER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE UNIVERSITY OF MISSISSIPPI ON BEHALF OF THE MISSISSIPPI SMALL BUSINESS DEVELOPMENT CENTER STATE OFFICE INCREASING THE SUB-AWARD GRANT FROM \$132,431.00 TO \$165,540.00 TO PROVIDE FUNDING TO THE CITY'S SMALL BUSINESS DEVELOPMENT CENTER** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, City Attorney
Chandra C. Gayten, Deputy City Attorney




DATE:

12/11/21

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)

WHEREAS, on July 9, 2019, the City Council adopted an Order, recorded in Minute Book 6P, Pages 362-363, authorizing the Mayor to submit the City of Jackson’s 2019 One-Year Action Plan of the 2015-2019, Consolidated Plan, consisting of the City’s CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (“HUD”); and

WHEREAS, the Coronavirus Aid Relief, and Economic Security Act (“CARES Act”) (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on June 9, 2020, the Office of Housing and Community Development was notified of additional supplemental funding of \$1,444,552.00 in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

WHEREAS, eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System; and

WHEREAS, on September 1, 2020, the City Council adopted an Order, recorded in Minute Book 6R, Pages 546-547 authorizing that notice be provided to the public that the City of Jackson is considering Amendment Number 2 to its 2019 One-Year Action Plan of the Consolidated Plan; and

WHEREAS, the Office of Housing and Community Development recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$27,000.00 to provide Hazard Pay to employees operating the emergency shelter, entering data, and maintaining the Homeless Management Information System (HMIS), allowing Stewpot Community Services, Inc. to prepare, prevent and respond to the Coronavirus in the City of Jackson’s Metropolitan Statistical Area, beginning March 31, 2021 through September 30, 2022; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$27,000.00, for Emergency Shelter activities to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning March 31, 2021 through September 30, 2022.

Agenda Item # 30
Agenda Date December 7, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/7/21

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)
2.	Public Policy Initiative: Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Quality of Life
3.	Who will be affected	Provide services for low/moderate income persons and homeless persons
4.	Benefits	Provide public services
5.	Schedule (beginning date)	Upon approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide – All Wards
7.	Action implemented by: City Department <input checked="" type="checkbox"/> Consultant	Department of Planning & Development
8.	COST	\$27,000.00
9.	Source of Funding: General Fund Grant <input checked="" type="checkbox"/> Bond Other	2020 ESG CARES Act
	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 ___

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: *OPH* Jordan Hillman, Director
Planning and Development

DATE: November 24, 2021

RE: Agenda Item for December 7, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to expend the Emergency Solutions Grant Program ESG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson as it relates to Emergency Shelter activities.

Eligible activities related to the ESG CARES Act Funding include: Emergency Shelter, Rapid Rehousing, Street Outreach, Homelessness Prevention, and Homeless Management Information System (HMIS).

This contract will cover expenses incurred during the months of March 31, 2021 through September 30, 2022 for Emergency Shelter Operations in the amount of \$27,000.00.

Should you have any questions, please contact me at ext. 2155.

cc: Valerie Tucker, Deputy Director, Department of Planning and Development
Linda Caldwell, Assistant Manager, Development Assistance Division

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 THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/1/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)

WHEREAS, on July 9, 2019, the City Council adopted an Order, recorded in Minute Book 6P, Pages 362-363 authorizing the Mayor to submit the City of Jackson's 2019 One-Year Action Plan of the 2015-2019 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

WHEREAS, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the following amounts: \$1,101,225.00; and

WHEREAS, on May 26, 2020, the City Council adopted an Order, recorded in Minute Book 6R, Page 135 that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan; and

WHEREAS, on September 11, 2020, the City received notification that it had been awarded supplemental funding in the amount of \$1,467,283.00; and

WHEREAS, on September 29, 2020, the City Council adopted an Order, recorded in Minute Book 6R, Page 707, that notice be given to the public that the City of Jackson is considering Amendment Number 3 to its 2015-2019 Five Year Consolidated Plan; and

WHEREAS, the Department of Planning and Development, through its Office of Housing and Community Development Division, recommends that the Mayor be authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend the CDBG CARES Act funds in an amount not to exceed \$336,000.00 to prepare, prevent and respond to the Coronavirus in the City of Jackson; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Stewpot Community Services, Inc. to expend CDBG CARES Act funds in an amount not to exceed \$336,000.00 to prepare, prevent and respond to the Coronavirus in the City of Jackson.

Agenda Item # 3)
Agenda Date December 7, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


12/7/21

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	7. Quality of Life
3.	Who will be affected	CDBG-CV eligible homeless individuals in the City of Jackson
4.	Benefits	To provide CDBG-CV eligible services.
5.	Schedule (beginning date)	December 1, 2021
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: __X__ City Department _____ Consultant	Office of Housing and Community Development
8.	COST	\$336,000.00
9.	Source of Funding _____ General Fund X _____ Grant _____ Bond _____ Other	CDBG CARES Act Funds
10.	EBO participation	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>

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM:  Jordan Hillman, Director
Department of Planning and Development

DATE: November 23, 2020

RE: Agenda Item December 7, 2020 City Council Meeting

The attached agenda item authorizes the Mayor to execute a contract with Stewpot Community Services, Inc. to expend the CDBG CARES Act funding in preparing, preventing and responding to the Coronavirus to residents of the City of Jackson.

The proposed services to be provided are: Temporary Emergency Shelter for homeless individuals.

The contract will cover costs of services beginning December 1, 2021 through November 30, 2022.

Should you have any questions, please contact me at ext. 2155.

cc: Valerie Tucker, Deputy Director, Department of Planning and Development
Linda Caldwell, Assistant Manager, Development Assistance Division

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 THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE CITY OF JACKSON. (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/1/21

OFFICE OF THE CITY ATTORNEY
[Signature]

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH ENTERGY MISSISSIPPI, LLC FOR POLE ATTACHMENTS RELATED TO REAL TIME CRIME CENTER CAMERAS ON STRUCTURES OWNED BY ENTERGY MISSISSIPPI LLC

WHEREAS, the City of Jackson is installing public safety cameras, where possible, on city-owned structures throughout the City of Jackson; and

WHEREAS, Entergy Mississippi, LLC has agreed to allow cameras that are not able to be located on city-owned structures to be attached to property owned by Entergy Mississippi, LLC; and

WHEREAS, Entergy Mississippi, LLC requires an agreement in order for any entity, including the City of Jackson, to attach a device to its structures; and

WHEREAS, the City agrees to install the cameras in accordance with Entergy Mississippi, LLC's Third Party Limited Pole Attachment Agreement; and

WHEREAS, Entergy Mississippi, LLC agrees to waive the administrative fee of \$1,000.00 per application for the City of Jackson; and

WHEREAS, Entergy Mississippi, LLC has also agreed to charge a one-time attachment fee of \$250.00 per pole and will place the meters covered under the agreement on a collective bill; and

WHEREAS, the Third Party Limited Pole Attachment Agreement(s) shall continue in effect until canceled by Entergy Mississippi, LLC upon proper notice under the terms of the agreement or the City removes the attachment at such time as it is no longer needed.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the Third Party Limited Pole Attachment Agreement(s) and related documents with Entergy Mississippi, LLC allowing pole attachments related to real time crime center cameras at a one-time cost of \$250.00 per pole.

IT IS FURTHER ORDERED that the agreement(s) shall continue in effect until canceled by Entergy Mississippi, LLC upon proper notice under the terms of the agreement(s) or the City removes the attachment at such time as it is no longer need.

Agenda Item # 32
Agenda Date December 7, 2021
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 7, 2020
DATE

POINTS		COMMENTS
1.	Brief Description	Pole Attachment Agreement with Entergy for public safety Cameras
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	2, 4, 5, 6, 7
3.	Who will be affected	Residents, businesses, pedestrians, and motorists in Jackson
4.	Benefits	Enable expansion of public safety camera program.
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 checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning and Development Police Department
8.	COST	\$250 per attachment licensing fee (This fee will be paid by donor where possible, city will pay for others).
9.	Source of Funding • General Fund <input checked="" type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	001442206251 (Majority will be paid by donor)
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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Director of Planning and Development

CC: Chief James Davis
Police Chief

Date: December 1, 2021

Subject: Agenda Item for City Council Meeting

This agenda item allows for the Mayor to execute pole attachment agreements with Entergy for the purposes of attaching the public safety cameras to Entergy light poles. This allows for the public safety camera program to extend into neighborhoods. These installs have been limited to city-owned infrastructure to date. The ability to make attachments to streetlight and secondary power poles will greatly expand the footprint for the program.

If you have any questions please contact Jordan Hillman at jhillman@jacksonms.gov or 601-960-2004.

Exhibit A

Third Party Limited Pole Attachment Agreement

WHEREAS, in exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, _____ (“Licensee”) desires, for Licensee’s sole benefit and convenience, to attach to a pole or poles of Entergy Mississippi, LLC (“Licensor”), certain facilities as hereinafter described, and Licensor is willing to permit the same for the benefit of the public, strictly subject to the terms and conditions herein stated.

THEREFORE, Licensor and Licensee hereby agree and obligate themselves as follows:

1. Licensor’s poles to which Licensee desires to attach facilities are designated and located as follows: _____

2. Licensee’s facilities or attachments that Licensee desires to attach to Licensor’s poles are described as follows (“Licensee’s Attachments”): _____

3. Licensee’s Attachments that Licensee desires to attach to Licensor’s poles are for the following specific purpose: _____

Licensee’s Attachments shall be used for no other purpose than that specifically stated herein without specific written consent of Licensor. Use for other purposes shall constitute a breach of this contract.

4. In consideration of the fees listed below and Licensee’s undertakings contained herein, including but not limited to Licensee’s agreement to indemnify Licensor, Licensor does hereby grant to Licensee a license and permit to attach Licensee’s Attachments as described in Paragraph 2 above, to Licensor’s poles as designated in Paragraph 1 above, strictly as shown on the drawing attached hereto as **Exhibit A**. The locations of the poles described in Paragraph 1 above are depicted on the map attached hereto as **Exhibit B**.

5. In conjunction with the execution of this agreement, Licensee will pay to Licensor the following fees:

- a. Administrative (Negotiation, preparation, execution, handling)
\$1000.00 per application fee is waived for the City of Jackson
- b. Engineering/Make Ready Cost (Must be collected on ALL jobs)
- c. Attachment fee (one-time Payment per pole)
\$250.00 / pole (for City of Jackson per pole.)

6. This is not a construction agreement, and Licensor shall be under no obligation hereunder to construct any facilities nor to rearrange or adjust its facilities to accommodate Licensee or Licensee's Attachments. To accommodate Licensee's Attachments, Licensor may elect to make ready/adjust its facilities, at Licensee's expense.

7. Licensee's use of Licensor's facilities is restricted to Licensee's own use and is not for sale or resale to third parties.

8. Licensee shall, at its own expense and sole risk, install and maintain Licensee's Attachments in safe condition and good repair and so as to not conflict with the use of said poles by Licensor or by other users of space on said poles or interfere with the working use of facilities thereon.

9. Installation and maintenance of Licensee's Attachments shall be performed only by use of an elevated platform or bucket truck. Licensor's poles shall not be climbed nor shall a ladder be used for such installation or maintenance. Licensee shall ensure that only qualified, experienced personnel are authorized to be in proximity to Licensor's facilities.

10. Clearance between Licensee's Attachments and Licensor's facilities shall comply with the National Electrical Safety Code. Licensee's Attachments must be tagged at each pole location (on the cable within 18" of the pole) with identification bearing Licensee's name and telephone number that is readable from the ground.

11. Licensee shall reimburse Licensor for any damage to Licensor's property or facilities caused by or resulting from Licensee's exercise of rights hereunder. Licensee understands that the poles are subject to damage or destruction by vehicles, equipment, or adverse weather conditions, and that the poles have electrically energized power lines and related facilities attached thereto. Licensee voluntarily assumes all risks, costs, and expense arising from the location of its Licensee's Attachments on Licensor's poles. Licensee understands that Licensor is under no obligation to reattach or reconstruct any of Licensee's Attachments located on Licensor's or Licensee's poles.

Licensee Indemnity for Its Own Acts

12. Licensee agrees to indemnify, defend and hold harmless Licensor, its respective affiliated companies, and the officers, directors, stockholders, employees and agents thereof, from and against any and all suits, actions, legal or administrative proceedings, claims, damages, demands, settlements, judgments, liabilities, interest, attorney's fees, losses, costs, and expenses of whatsoever kind or nature in any manner caused by the negligence of Licensee or any of its employees, in connection with or incidental to the performance of this Agreement or from the presence of any of Licensee's attachments on the poles of Licensor. Licensee's obligations under this Paragraph shall not conflict with Article 4, Section 100 of the Mississippi Constitution of 1890 and shall survive the expiration, cancellation or termination of this Agreement.

Licensee's Indemnity Obligations and Defenses Controlled by Mississippi Tort Claims Act

13. Notwithstanding the foregoing Paragraph 8, Licensee's tort liability, as a political subdivision of the State of Mississippi, is determined and controlled in accordance with the Mississippi Tort Claims Act, Sections 11-46-1 et seq. of the Mississippi Code of 1972, as amended, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State of Mississippi or the City of Jackson, Mississippi under statute, case law or ordinance. Further, nothing in this agreement shall constitute, nor be deemed to constitute, a responsibility of future obligations or liabilities by the State of Mississippi or the City of Jackson, where creating such would be inconsistent with the constitution of the State of Mississippi.

Licensee's Contractors' Indemnity Obligation and Insurance Requirement

14. Without limiting any obligations or liabilities of Licensee under this agreement, Licensee shall require any non-government contractor performing work under this agreement ("Licensee Contractor[s]") to maintain a policy of contractual liability insurance satisfactory to the Licensor in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage plus Excess or Umbrella Coverage following the same form of coverage with limits of liability, when combined with such primary coverage limits, equal to \$3,000,000 per occurrence, covering the obligations of the Licensee under the above indemnity. The policy shall include Entergy Services, LLC, and its affiliated and associated companies as additional insureds. Licensee agrees to deliver annually to Licensor certificates from Licensee Contractor's insurance company or its/their agents, stating: (a) that such insurance is in force; (b) that Licensor and its

affiliated and associated companies are named as additional insureds; and (c) and that the Licensor will be given 30 days written notice prior to effective date of any change or cancellation of such policy.

Licensee's Insurance Obligations for Work Performed by Licensee

15. Should Licensee or any of its employees **perform any activities** related to Licensee's attachments as contemplated by this agreement, then, to the extent permitted by Mississippi law and in accordance with the Mississippi Tort Claims Act, Licensee shall be required to carry insurance coverage in forms and amounts consistent with the requirements set forth in this Paragraph or some suitable equivalent to cover claims consistent with the Mississippi Tort Claims Act, including, but not limited to, a self-insured or group funded liability plan, so long as such complies with the requirements referenced above. Licensee agrees to deliver annually to Licensor certificates from Licensee's insurance company or equivalent proof thereof from its agents, stating: (a) that such insurance or other coverage is in force; (b) that Licensor and its affiliated and associated companies are named as additional insureds if applicable; and (c) and that the Licensor will be given 30 days written notice prior to effective date of any change or cancellation of such policy.

16. Licensee shall obtain any right, license, or permit from any governmental entity, landowner, or other person or entity that may be required for the location Licensee's Attachments. Licensor does not convey or warrant any easements, rights-of-way, or other rights for Licensee's Attachments.

17. Licensor does not guarantee any rights granted as against public authority or the rights of landowners.

18. The initial term of this agreement shall be one year commencing on the date written below (in the last line before the parties' signatures) and shall automatically renew for successive one-year periods unless sooner terminated pursuant to this agreement. This agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party, and upon such termination, Licensee will promptly remove Licensee's Attachments from Licensor's poles; or if Licensee should fail to do so within thirty (30) days after termination or expiration of this agreement, Licensor may remove Licensee's Attachments without liability for damage to Licensee and at Licensee's expense. Further, should Licensor's rights terminate with regard to the ability to occupy the right-of-way for the facilities listed in Paragraph 1 above, Licensor's

obligation under this agreement to permit Licensee to attach to said facilities shall terminate immediately.

19. Unless terminated as provided herein, this agreement shall extend to and bind the respective successors and assigns of the parties hereto, but Licensee may not assign its rights hereunder without the prior written consent of Licensor.

20. In the event it is necessary to replace an existing pole covered by this agreement, Licensee shall be responsible for transferring Licensee's Attachments to the new pole within fourteen (14) calendar days after notice to so do is given by Licensor. Failure of Licensee to transfer Licensee's Attachments as required in this Paragraph shall render this agreement terminated and canceled as to those attachments. Licensor may, at its option, transfer Licensee's Attachments at the time the pole is replaced and shall bill Licensee for the estimated cost of the transfer plus applicable overheads.

21. This agreement may be executed in separate counterparts and by email, facsimile, or other electronic means, all of which taken together shall constitute one agreement binding on each of the parties hereto.

WITNESS the signatures of the parties on this the ____ day of _____, 2021.

Entergy Mississippi, LLC

[insert Licensee's name here]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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 AN AGREEMENT AND RELATED DOCUMENTS WITH ENTERGY MISSISSIPPI, LLC FOR POLE ATTACHMENTS RELATED TO REAL TIME CRIME CENTER CAMERAS ON STRUCTURES OWNED BY ENTERGY MISSISSIPPI, LLC** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Chandra C. Gayten, *Deputy City Attorney*




DATE: 12/8/21

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH HINDS COUNTY HUMAN RESOURCE AGENCY TO PROVIDE A TRANSIT WAIVER TO HINDS COUNTY HUMAN RESOURCE AGENCY TO TRANSPORT HINDS COUNTY RE-ENTRY PROGRAM PARTICIPANTS THROUGHOUT HINDS COUNTY, INCLUDING THE CITY OF JACKSON METRO AREA

WHEREAS, in addition to housing and employment, transportation is one of the three things people need when they leave the prison system; and

WHEREAS, Hinds County Human Resource Agency is engaged in a contractual agreement under the Federal Transit Administration Rural Areas Program to transport passengers enrolled in the Hinds County Re-Entry Program; and

WHEREAS, the City of Jackson is the designated recipient of the Federal Transit Administration Urbanized Area Program; and

WHEREAS, the Department of Planning and Development, through its Transit Division, and Hinds County Human Resource Agency agree that Hinds County's Re-Entry Program participants may live in the City of Jackson metro area and may need transportation throughout Hinds County, including the City of Jackson metro area; and

WHEREAS, the Transit Division is recommending that a Memorandum of Understanding ("MOU") be executed granting a transit waiver to Hinds County Human Resource Agency to transport Hinds County Re-Entry Program participants throughout Hinds County, including the City of Jackson metro area; and

WHEREAS, the parties do not anticipate or propose a monetary exchange in carrying out the terms of the MOU; and

WHEREAS, the MOU represents transparency and acknowledgement of transit activities by Hinds County Human Resource Agency in and around the transit authority area of JTRAN; and

WHEREAS, the Transit Division recommends that the City enter into the MOU to provide a transit waiver to Hinds County Human Resource Agency specifically for the purpose of transporting persons enrolled in Hinds County Re-Entry Program for a period of one (1) year, with the option to extend for three (3) years.


IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and related documents between the City of Jackson and Hinds County Human Resource Agency to provide transportation to participants enrolled in the Hinds County Re-Entry Program for a period of one (1) year, with the option to extend for three (3) years.

Agenda Item # 33
Agenda Date December 7, 2021
(Hillman, Lumumba)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: November 19, 2021

RE: Agenda Item for December 7, 2021 City Council Meeting

The attached agenda item authorizes the Mayor to enter into a Memorandum of Understanding with Hinds County Human Resource Agency to allow transportation to participants in the Hinds County Re-Entry Program for a period of one (1) year, with the option of extension up to three (3) subsequent years. The Parties do not anticipate the creation of or exchange of intellectual property during the course of this MOU, nor do the parties expect or propose a monetary exchange. This MOU represents transparency and acknowledgment of transit activities by HCHRA in and around the transit authority area of JTRAN. Executing this agreement will allow HCHRA to transport re-entry program participants throughout the Jackson Metro area – no other action is requested from City of Jackson (JTRAN).

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/7/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY HUMAN RESOURCE AGENCY FOR THE PUBLIC TRANSPORTATION SYSTEM PARTICIPATION IN THE HINDS COUNTY RE-ENTRY PROGRAM FOR A PERIOD OF ONE (1) YEAR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Participants of the Hinds County Re-Entry Program
4.	Benefits	Participants of the Hinds County Re-Entry Program
5.	Schedule (beginning date)	Upon signing of Memorandum of Understanding
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	N/A
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	N/A
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>

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 MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH HINDS COUNTY HUMAN RESOURCE AGENCY TO PROVIDE A TRANSIT WAIVER TO HINDS COUNTY HUMAN RESOURCE AGENCY TO TRANSPORT HINDS COUNTY RE-ENTRY PROGRAM PARTICIPANTS THROUGHOUT HINDS COUNTY, INCLUDING THE CITY OF JACKSON METRO AREA** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*

DATE: 12/1/21

OFFICE OF THE CITY ATTORNEY
CL

MEMORANDUM OF UNDERSTANDING
BETWEEN
HINDS COUNTY HUMAN RESOURCE AGENCY
AND
CITY OF JACKSON MS, PUBLIC TRANSPORTATION SYSTEM (JTRAN)

This memorandum of understanding (MOU) is hereby entered into between these two parties.

Hinds County Human Resource Agency

Hinds County Human Resource Agency (HCHRA) provides community services in employment, education, housing, transportation, health/safety, nutrition, and other services. The agency offers many educational opportunities and financial assistance activities to low-income Hinds County citizens to help them become self-reliant and realize their full potential.

City of Jackson Mississippi, Public Transportation System (JTRAN)

City of Jackson is a public entity designed to provide public transportation services within the metropolitan area of Jackson, Mississippi. The JTRAN Administrative/Maintenance Facility is located at 1785 Highway 80 West Jackson, MS 39204. Union Station serves as a customer service office and transfer station for City of Jackson (JTRAN) located at 300 W. Capitol St. Jackson, MS 39207, positioned on the corner of Gallatin and Capitol Street in Downtown Jackson. The main phone numbers are (601) 952-1000 or (601) 960-0725. The hours of operations are from Monday-Friday: 5:15 AM – 7:45 PM, Saturday: 6:15 AM - 6:30 PM, and Sunday: Closed.

Understanding

The Parties do not anticipate the creation of or exchange of intellectual property during the course of this MOU, nor do the parties expect or propose a monetary exchange. This MOU represents transparency and acknowledgment of transit activities by HCHRA in and around the transit authority area of City of Jackson (JTRAN). Executing this agreement will allow HCHRA to transport re-entry program participants throughout the Jackson Metro area – no other action is requested from City of Jackson (JTRAN).

Article 1

HCHRA is funded as a sub-recipient through the Mississippi Department of Transportation (MDOT) under the Federal Transit Administration (FTA) Rural Areas Program and is recognized as the transit authority in the rural Hinds County area. In comparison, City of Jackson (JTRAN) is funded as a designated recipient of the FTA Urbanized Area Program and is recognized as the transit authority in the Jackson Metro area.

HCHRA is engaged in a contractual agreement to transport passengers enrolled in the Hinds County Re-Entry Program. The program participants may live in the Jackson metro area. Re-Entry program participants, at times, will need transportation

throughout Hinds County, including the Jackson metro area. City of Jackson (JTRAN) agrees to provide a transit wavier to HCHRA specifically for the purposes of the re-entry program and the participants therein.

These trips may originate and terminate within the urban area of Jackson. The anticipated number of program participants is set between 40-60 individuals per year. HCHRA agrees to only transport passengers that are participating in the Hinds County Re-Entry Program regarding inner-city transportation. It is not HCHRA's intention or expectation to otherwise begin or engage in inner-city transit outside the knowledge and approval of City of Jackson (JTRAN).

Article 2

1. This MOU agreement/waiver shall effectuate upon signature by both Parties and remains in force for a period of one (1) year, with the option of extension up to 3 subsequent years, after the first, unless terminated earlier by either Party upon thirty (30) days, written notice to the other Party. Each amendment to this MOU constitutes resigning and beginning.
2. The termination of this MOU shall not affect the validity or duration of projects under this MOU initiated before such termination.

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies have signed this MOU.

Signatures:

KENN COCKRELL, PRESIDENT & CEO
Hinds County Human Resource Agency

Date

CHOKWE A LUMUMBA, MAYOR
City of Jackson, Mississippi

Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDERS AND RELATED DOCUMENTS TO PROCURE TEN (10) MOBILE SURVEILLANCE CAMERA SYSTEMS FROM ANGELTRAX TO BE INSTALLED IN THE TEN (10) NEW BUSES PURCHASED AND RECEIVED FOR THE CITY OF JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

OFFICE OF THE CITY ATTORNEY

WHEREAS, on January 15, 2019, the City of Jackson issued a Request for Proposals for the procurement, installation and maintenance of a mobile surveillance camera system for the City of Jackson's public transportation system (JTRAN) active fleet; and

WHEREAS, on June 27, 2019, found at Minute Book 6P, Page 327, the governing authorities authorized the Mayor to execute an agreement with AngelTrax to provide the mobile surveillance camera system from July 1, 2019 to June 31, 2022, with an option to renew for an additional two (2) years; and

WHEREAS, pursuant to the Master Purchase Agreement executed by the Mayor and AngelTrax on August 13, 2019, AngelTrax is the sole source manufacturer and sole source provider of all mobile video surveillance systems and system components distributed under the AngelTrax and Vulcan Series brand names; and

WHEREAS, the City of Jackson recently purchased ten (10) new buses that require mobile surveillance camera system; and

WHEREAS, as the manufacturer and provider of the mobile video surveillance systems and system components used in the City of Jackson's public transportation system (JTRAN) active fleet, AngelTrax has agreed to provide the necessary mobile surveillance camera system at the total cost of \$41,718.10; and

WHEREAS, the cost to procure the mobile surveillance camera system is covered by FTA funds (100%); and

WHEREAS, the purchase of the mobile surveillance camera systems from AngelTrax pursuant to the Master Purchase Agreement shall not be construed as obligating the City to purchase additional mobile surveillance camera systems from AngelTrax or creating an exclusive supplier relationship with AngelTrax.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the purchase orders and related documents required to purchase ten (10) mobile surveillance camera systems from AngelTrax pursuant to the Master Purchase Agreement at a total cost of \$41,718.10.

IT IS FURTHER ORDERED that 100% of the sum of \$41,718.10 may be expended from the available FTA funds from Transit's FY22 Budget on the ten (10) mobile surveillance camera systems.

Agenda Item # 34
Agenda Date December 7, 2021
(Hillman, Lumumba)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: November 23, 2021

RE: Agenda Item for the December 7, 2021 City Council Meeting

The attached agenda item is an order authorizing the Mayor for the issuance of a purchase order in an amount not to exceed \$41,718.10 with IVS, Inc. dba AngelTrax to purchase ten (10) mobile surveillance camera systems for ten (10) new buses purchased by the City of Jackson. This expenditure is eligible for 100% (\$41,718.10) reimbursement under the Federal Transit Administration (FTA) grant.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/7/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE PURCHASE OF TEN (10) MOBILE SURVEILLANCE CAMERA SYSTEMS FOR TEN (10) NEW BUSES PURCHASED AND RECEIVED FOR THE CITY'S PUBLIC TRANSIT SYSTEM FROM IVS, INC. DBA ANGELTRAX PURSUANT TO A PROCUREMENT AGREEMENT ISSUED BY CITY OF JACKSON BID#RFP 2019-01
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	The City of Jackson residents and visitors who ride the City's transit system known to the public as JTRAN.
4.	Benefits	The City of Jackson residents and visitors who ride the City's transit system known to the public as JTRAN.
5.	Schedule (beginning date)	Date of purchase order
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$41,718.10
9.	Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	Account#: 187.565.80.6852 \$41,718.10 Grant# : \$41,718.10 MS-2020-004-00/Ali 11.42.09
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE ORDERS AND RELATED DOCUMENTS TO PROCURE TEN (10) MOBILE SURVEILLANCE CAMERA SYSTEMS FROM ANGELTRAX TO BE INSTALLED IN THE TEN (10) BUSES PURCHASED AND RECEIVED FOR THE CITY OF JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*



DATE: 12/2/21

**SPECIAL MEETING OF THE CITY COUNCIL
THURSDAY, JUNE 27, 2019 10:00 A.M.**

327

ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANGELTRAX FOR THE PROVISION OF MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JATLAN).

WHEREAS, the City of Jackson (City) has determined that it is in the City's best interest to seek a professional company for a mobile surveillance camera system for the City of Jackson's Public Transportation System (JATLAN); and

WHEREAS, the City issued a Request for Proposals (RFP) on January 15, 2019, for professional services for the procurement, installation and maintenance of a mobile surveillance camera system; and

WHEREAS, based on the best value procurement policy of the Federal Transit Administration and all applicable state laws, the review committee selected AngelTrax as the best qualified to provide the mobile surveillance camera system; and

WHEREAS, the City shall pay AngelTrax an amount not to exceed \$233,615.60 for a mobile surveillance camera system; and

WHEREAS, Federal Transit Administration (FTA) grant funds are available to cover the cost of 80% (\$186,892.48) with a 20% (\$46,723.12) local match.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into an agreement with AngelTrax, in an amount not to exceed \$233,615.60, for the provision of a mobile surveillance camera system for the City of Jackson's public transportation system (JATLAN) active fleet.

IT IS FURTHER ORDERED that the services and equipment shall be paid for using Federal Transit Administration grant funds at 80% (\$186,892.48) with a 20% (\$46,723.12) local match from the General Fund as allocated to the Transit Services Division.

Council Member Stokes moved adoption; Council Member Banks seconded.

Yea- Banks, Foote, Lindsay, Priester, Stamps, Stokes and Tillman.
Nays- None.
Absent- None.

ORDER RATIFYING THE SUBMISSION OF AN APPLICATION AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ANY RELATED DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE DISCRETIONARY FY2019 COMPETITIVE FUNDING OPPORTUNITY FOR INNOVATIONS IN TRANSIT PUBLIC SAFETY SECTION 5312 IN THE AMOUNT OF \$2,107,905.52.

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration announced on March 29, 2019 the availability for these funds and opened the application process for Section 5312 and 5314 FY 2019 Competitive Funding Opportunity: Innovations in Transit Public Safety with the Opportunity Number of FTA-2019-006-TSO and Crime Prevention and Public Safety Awareness with the Opportunity Number of FTA-2019-007-TSO; and

WHEREAS, this is a competitive grant where an application must be submitted by May 28, 2019 to receive these funds; and

WHEREAS, these funds will be used to establish a Transit Police Division within the Jackson Public Department to address human trafficking occurring on transit systems, protect transit operators from risk of assault, and reduce crime on public transit vehicles and facilities; and

WHEREAS, there is a 20% match required of the City in the amount of \$421,401.10 for Section 5312 FTA-2019-006-TSO upon acceptance of these funds; and

**CITY OF JACKSON PLANNING & DEVELOPMENT
OFFICE OF TRANSPORTATION
PROCUREMENT REQUEST**

1785 HIGHWAY 80 W
JACKSON, MS 39204

Requester/Project Lead: SMALL PURCHASE
 Date of Request: 8/1/2020
 Project Name: PURCHASE & INSTALLATION OF MOBILE CAMERAS
 Location: FLEET
 Justification Statement: TO PURCHASE & INSTALL MOBILE CAMERAS ON NEW BUSES RECEIVED

Scope of Work (be specific):

Project Details	Quantity	Unit Cost	Total Cost
1 VIDEO RECORDING SYSTEM	10	\$3,000.00	\$30,000.00
2 REAR CAMERAS	10	\$300.00	\$3,000.00
3 CLOUD SERVER	10	\$75.00	\$750.00
4 SET UP	10	\$50.00	\$500.00
5 SOFTWARE	10	\$350.00	\$3,500.00
6 CONTRACT LABOR-WIRELESS	10	\$75.00	\$750.00
7 CONTRACT LABOR	10	\$500.00	\$5,000.00
8 CONTRACT LABOR	10	\$100.00	\$1,000.00
9			\$0.00
10			\$0.00
11			\$0.00
12			\$0.00
13			\$0.00
14			\$0.00
15			\$0.00
16			\$0.00
17			\$0.00
18			\$0.00
19			\$0.00
20			\$0.00
Is there an installation fee?			\$0.00
Is there a warranty or additional service fee?			\$0.00
Are there any re-occurring charges (annual renewal, etc)?			\$44,500.00

Total Labor Cost: \$37,750.00 Total Material Cost: \$6,750.00 Total Project Cost: \$44,500.00

TO BE COMPLETED BY PROCUREMENT OFFICER:

GRANT#: MS.2020.004.00 Procurement Type: **SMALL PURCHASE**
 ALI: 11.42.09
 PROJECT STRINGS: JT2000001.6852
 CITY ACCOUNT#: 187.565.80.6852
\$40,250.00

Approved by: Milap Hu
 Date: 8/1/2020

**FORM B-3
RESPONSIBILITY DETERMINATION FORM**

Bid/RFP No: _____

Supplier: IVS, INC DBA ANGELTRAX

Date: 11/22/2021

For each of the areas describe below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

	Acceptable		Comment
1. Appropriate financial, equipment, facility, and personnel	<input checked="" type="radio"/> Yes	No	<u>The City has utilized this company previously without any incidents</u>
2. Ability to meet the delivery schedule	<input checked="" type="radio"/> Yes	No	
3. Satisfactory period of performance	<input checked="" type="radio"/> Yes	No	
4. Satisfactory record of integrity, not on debarred or suspended listings	<input checked="" type="radio"/> Yes	No	<u>SAW printed</u>
5. Receipt of all necessary data from supplier	<input checked="" type="radio"/> Yes	No	<u>All requested documents submitted timely and accurately</u>

FORM B-4
FAIR AND REASONABLE PRICE DETERMINATION
(For Small and Large Purchases, refer to forms B-5a & B-5b)

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

Found reasonable on recent purchase (2020-PO#20000525).

Obtained from current price list.

Obtained from current catalog.

Commercial market sales price from advertisements.

Similar in related industry.

Personal knowledge of item procured.

Regulated rate (utility).

Other.

Comments:

Copy of purchase order, quotes, catalog page, price list, etc. is attached.

Michael Hu
Signed

11/22/2021
Date

FORM B-16
PRICE ANALYSIS DOCUMENTATION

PO/CONTRACT: _____

The evidence compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that proves or strongly suggests the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages).
- Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix).
- Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).
- Analysis of price components against current published standards, such as labor rates, dollar per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn).

SUMMARY MATRIX

Item	Proposed Pricing	Competitor A: IVS, INC
VIDEO RECORDING SYSTEM	\$30,000.00	\$28,968.90
REAR CAMERAS	\$3,000.00	\$2,799.20
CLOUD SERVER	\$750.00	\$600.00
SET UP	\$500.00	\$250.00
SOFTWARE	\$3,500.00	\$3,000.00
CONTRACT LABOR-WIRELESS	\$750.00	\$500.00
CONTRACT LABOR	\$5,000.00	\$4,850.00
CONTRACT LABOR	\$1,000.00	\$750.00
TOTAL	\$44,500.00	\$41,718.10

Date: 11/22/2021

Prepared By: Miguel Garcia

FORM B-18
SOLE SOURCE PROCUREMENT JUSTIFICATION

Complete this form to document the process to justify a Sole Source Procurement.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

- The item is available only from a single source (sole source justification is attached).
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).
- FTA authorizes noncompetitive negotiations (letter of authorization is attached).
- After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

THE ORIGINAL PURCHASE WAS DONE THROUGH PL 01650. THIS REQUISITION IS TO PURCHASE AND INSTALL NEW MOBILE CAMERA SYSTEM ON NEW BUSES RECEIVED. TO MAINTAIN THE WARRANTY OF THE EQUIPMENT (CAMERAS), IT HAS BEEN BEST DECIDED TO ALLOW THE ORIGINAL COMPANY TO INSTALL THE ADDITIONAL EQUIPMENT AND SOFTWARE.

Independent Estimate

Maisha Eiv
Purchasing Agent

11/22/2021
Date

**FORM B-19
DETERMINATION OF BEST VALUE**

ITB OR RFP NUMBER: 2019-01 GRANT NUMBER: MS.2020.004.00

PROJECT TITLE: NEW MOBILE CAMERA SYSTEM PURCHASE & INSTALLATION

IVS, INC (name of company) is determined to be the lowest, most responsive bid and will provide the best value to Transit Services.

Check on of the lines below.

Company's bid is the lowest bid received.

Company's bid is not the lowest bid, but is considered the best value. Document the reasons why this company was selected:

Miguel Du
Transit Services Buyer or Procurement Officer

11/22/2021
Date

**FORM B-20
CONTRACT VERIFICATION**

Use this form for the general contractor and all subcontractors.

ITB OR RFP NUMBER: 2019-01 **GRANT NUMBER:** MS.2020.004.00
PROJECT TITLE: NEW MOBILE CAMERA SYSTEM PURCHASE & INSTALLATION

I have verified through the Federal Government's General Services Administration Debarred Bidder's List at www.gsa.gov under Public Information, Publications, Directories and Catalogues, Debarred Bidders List, that the company IVS, INC. awarded the Transit Services contract to provide PURCHASE HOSTED (CLOUD) SERVER, (product or service) has not been debarred from working on federally funded projects. Likewise, I have verified through the lists above that the following sub-contractors have not been debarred from working on federally funded projects.

Company Name	Address	Subcontract Product or Service
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Marilyn Hie
Transit Services Buyer or Procurement Officer

11/22/2021
Date



DUNS Unique Entity ID 136529166	SAM Unique Entity ID Y2HJSUXMY6J1	CAGE / NCAGE 4PG52
Purpose of Registration All Awards	Registration Status Active	Expiration Date Feb 26, 2022
Physical Address 119 S Woodburn DR Dothan, Alabama 36305-1050 United States	Mailing Address 119 South Woodburn DR. Dothan, Alabama 36305 United States	

Doing Business as Angel Trax	Division Name Ivs, Inc	Division Number (blank)
Congressional District Alabama 02	State / Country of Incorporation Alabama / United States	URL http://www.angeltrax.com

Registration Dates		
Activation Date Mar 3, 2021	Submission Date Feb 26, 2021	Initial Registration Date Mar 7, 2007

Entity Dates		
Entity Start Date Jun 1, 2002	Fiscal Year End Close Date Dec 31	

Immediate Owner		
CAGE (blank)	Legal Business Name (blank)	

Highest Level Owner		
CAGE (blank)	Legal Business Name (blank)	

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 4PG52

Points of Contact

Electronic Business

⌘ Rhonda Karabin, Comptroller	119 South Woodburn DR Dothan, Alabama 36305 United States
Brandon Adkinson	119 South Woodburn Drive Dothan, Alabama 36305 United States

Government Business

⌘ Sally Klein	119 South Woodburn DR Dothan, Alabama 36305 United States
Brandon Adkinson	119 South Woodburn Drive Dothan, Alabama 36305 United States

Past Performance

⌘ Brandon Adkinson	119 South Woodburn Drive Dothan, Alabama 36305 United States
-----------------------	--

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334512	Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use
	561210	Facilities Support Services

Product and Service Codes

PSC	PSC Name
5810	Communications Security Equipment And Components

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		

**FORM B-31
PROCUREMENT SUMMARY
PROCUREMENT MEMORANDUM**

Date: 11/22/2021

Completed by: MARILYN GUICE

PO/Contract No.: _____

Source of Funding: MS.2020.004.00

Method of Procurement

Micro Purchase: _____

Competitive RFP: _____

Competitive Bid: _____

Small Purchase: X

A&E Services: _____

Sole Source: _____

Justification if Non-Competitive:

THE ORIGINAL PURCHASE WAS DONE THROUGH PL 01650. THIS REQUISITION IS TO PURCHASE AND INSTALL NEW MOBILE CAMERA SYSTEM ON NEW BUSES RECEIVED. TO MAINTAIN THE WARRANTY OF THE EQUIPMENT (CAMERAS), IT HAS BEEN BEST DECIDED TO ALLOW THE ORIGINAL COMPANY TO INSTALL THE ADDITIONAL EQUIPMENT AND SOFTWARE.

Reason for the Procurement

PURCHASE AND INSTALL NEW MOBILE CAMERA SYSTEMS ON NEW BUSES RECEIVED

Contract Type:

Rationale for contract type: COST

Reason for Contractor selection or rejection: _____

Lowest responsive, responsible bidder: IVS, INC

Evaluation results were: _____

Basis for Contract Price: _____

Accepted contractor's proposed pricing: \$41,718.10

Negotiated Price (attached memorandum: _____

Other: _____

Cost/Price Analysis:

The price offered by the supplier was within _____% of the independent estimate, and variance between the offerors constituted a range of _____. The competitive range was determined to be from \$ _____.

Pricing discrepancies between the offerors was attributed to _____

Other sources/data used to affirm price reasonableness were _____

Summary of Responsibility and Responsiveness Checks _____

Award: _____ Date of contract award: _____ Board Approval (Attach Meeting Minutes): _____

Change Orders: Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

**FORM B-32
PROCUREMENT DECISION MATRIX**

X Amount < \$5,000 Multiple Sources	<input type="checkbox"/>	<u>Competitive Procurement</u>	<input checked="" type="checkbox"/>	<u>Sole Source</u>	<input type="checkbox"/>
	<input type="checkbox"/>	Amount > \$5,000	<input type="checkbox"/>	Approved by FTA	<input type="checkbox"/>
	<input type="checkbox"/>	Multiple Sources	<input type="checkbox"/>	OEM, Custom Item OR	<input checked="" type="checkbox"/>
		Not an Emergency	<input type="checkbox"/>	Only One Source OR	<input type="checkbox"/>
		<i>Small Purchase</i>	<input type="checkbox"/>	Competition Inadequate after Solicitation OR	<input type="checkbox"/>
		Amount < \$50,000	<input type="checkbox"/>	Emergency/Public Exigency	<input type="checkbox"/>
		Complete and Adequate Specification or Description	<input type="checkbox"/>		
		Two or more quotes available	<input type="checkbox"/>		
		<i>Sealed Bid (IFBs)</i>	<input type="checkbox"/>	<u>Type of Contract</u>	<input type="checkbox"/>
		Complete and Adequate Specification or Description	<input type="checkbox"/>	Fixed price	<input type="checkbox"/>
	Two or more responsible bidders willing to compete	<input type="checkbox"/>	Firm fixed unit prices	<input checked="" type="checkbox"/>	
	Selection can be made on the basis of price alone	<input type="checkbox"/>	Cost plus fixed fee	<input type="checkbox"/>	
	Firm Fixed Price Contract	<input type="checkbox"/>	Time and materials	<input type="checkbox"/>	
	No discussion with bidders required after receipt of bids	<input type="checkbox"/>	Blanket purchase order	<input type="checkbox"/>	
	<i>Competitive Proposals (RFPs)</i>	<input type="checkbox"/>	Indefinite Delivery Indefinite Quantity (IDIQ)	<input type="checkbox"/>	
	Complete Specifications Not Feasible	<input type="checkbox"/>			
	Bidder Input Needed	<input type="checkbox"/>			
	Two or more responsible bidders willing to compete	<input type="checkbox"/>			
	Discussion needed with bidders after proposals	<input type="checkbox"/>			
	Fixed price can be set after discussions OR	<input type="checkbox"/>			

**FORM B-35
PRICE ANALYSIS DOCUMENTATION
FOR SMALL PURCHASES (EXCEEDING \$50,000) AND LARGE PURCHASES**

ITB OR RFP NUMBER: 2019-01 GRANT NUMBER: MS.2020.004.00

PROJECT TITLE: REAR CAMERA PURCHASE AND INSTALLATION

Based upon the bids/quotes received as identified on the *Bid Tabulation* (Form B-14), I hereby determine that adequate price competition was obtained by comparison of the quotations and that the low price is fair and reasonable based upon on of the following methods.

The price analysis was obtained through:

_____ **Comparison of bids received**

_____ **Comparison to Previous Purchase** (Changes in quantity, quality, delivery schedules and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. **(Use when adequate competition does not exist.)**)

_____ **Surveyed other Agencies** (Contact other transit or public agencies that recently purchased a similar item to find out the price they paid. Place information in a *memorandum* or a form. Include additions or deletions for specific components (e.g., operator's seat, lighting system, signage system, etc.) **(Use when adequate competition does not exist.)**)

_____ Other: _____

This was a sole source bid. (Include a letter of explanation in the contract file.)
(Complete *Sole Source Justification* Form B-18.)

COMMENTS: _____

M. Lopez
Buyer

11/22/2021
Date

Vendor # 73429
Req #
Comm#
Act # 187.565.80.6852
PA# JT2000001.6852



High-Definition Mobile Video Surveillance Solutions

Thursday, September 23, 2021

Marilyn Guice

City of Jackson
200 South President Street
Jackson, MS 39205

Dear Marilyn Guice:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at my cellular number or email below for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

A handwritten signature in black ink that reads "Jessica Koehler".

Jessica Koehler
Southeastern Sales Executive

jessica.koehler@angeltrax.com
334.714.1672
334.692.4606 (F)



Search "AngelTrax" on www.gsaadvantage.gov
to see our products available for
direct purchase, without the bidding process.

QUOTE #:

ATXQ44120



ISSUE DATE: 09/23/2021
 EXPIRY DATE: 12/21/2021

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
City of Jackson Marilyn Guice JATTRAN 200 South President Street Jackson, MS 39205 USA 601-960-1887 mguice@jacksonms.gov	City of Jackson Marilyn Guice JATTRAN 200 South President Street Jackson, MS 39205 USA 601-960-1887 mguice@jacksonms.gov

PREPARED BY:
Jessica Koehler



Southeastern Sales Executive
 119 South Woodburn Drive
 Dothan, AL 36305
 Cell 334.714.1672

 Corporate Office: 1.800.873.1788
 jessica.koehler@angeltrax.com








Jessica Koehler

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AngelTrax VULCANV8HC Mobile Network Video Recording System (System Contents and Product Descriptions Listed Below)	10	\$2,896.89	\$28,968.90
 <p>V8HCMB (V8HCNVR-814) Eight (8) AV Channel Main Board for V8HCNVR</p>	1		
 <p>V812HOU PURCHASED AS PART OF V8HCNVR-814 Hybrid Component Housing for V8HCNVR and V12HCNVR • Includes HDD1TB 1TB Platter Hard Drive (Standard)</p>	1		
<p>HDD2TB-UPGRADE PURCHASED AS PART OF V8HCNVR-814 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p> <p>We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.</p>	1		
<p>HDD2TB PURCHASED AS PART OF V8HCNVR-814 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p> <p>We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.</p>	1		

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>SD64GB PURCHASED AS PART OF V8HCNVR-814 64GB SD Solid-State Memory Card</p> <p>We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.</p>	1		
 <p>VULPBH Vulcan Series Panic Button Housing PC color</p>	1		
 <p>IPI2500 (2) Vulcan HC Series Anvil 2500 IP Camera - 2.5mm Lens with Fully Articulated Lens Casing - Interior Camera - 1080P HD - 2 Megapixels - Noise-Gated Microphone - Anti-Vibration, Vandal-Resistant Casing - Scratch-Resistant, Anti-Glare Glass Lens Cover - Infrared</p>	2		
 <p>IPX4000 (2) Vulcan HC Series Anvil 4000 IP Camera - 4.0mm Lens - Adjustable Lens Housing for Mounting on Either Side of Vehicle - IP67 Rated Waterproof Exterior Camera - 1080P Resolution - 2 Megapixels - Anti-Vibration, Vandal-Resistant Casing - Scratch-Resistant, Anti-Glare Glass Lens Cover - Super Infrared</p>	2		
 <p>IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera - 4.0mm Lens with Anti-Glare Housing Mounted to Interior Surface of Windshield for Exterior View - Lens Casing Adjustable at Installation for Ideal Angle - Windshield Mounted for Exterior View - 1080P HD - 2 Megapixels - Noise-Gated Microphone - Anti-Vibration, Vandal-Resistant Casing - Scratch-Resistant, Anti-Glare Glass Lens Cover</p>	1		
 <p>CAT615CBL CAT6 Shielded Camera Cable, 15 ft - Compatible only with Vulcan Series HCNVRs</p>	1		
 <p>CAT625CBL (5) CAT6 Shielded Camera Cable, 25 ft - Compatible only with Vulcan Series HCNVRs</p>	5		
 <p>IBR650LP4 3G/4G Cellular Modem - Built-in air card - Provides connectivity through cellular towers and mobile networks - External module attached via RJ45 cable to the RJ45 port - INCLUDES POWL058 POWER CABLE - INCLUDES CAT5CABLE - INCLUDES SIMCARD</p>	1		

QUOTED PRODUCTS				
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
 <p>MISC1 TRIMDANT Adapter</p>	1			
 <p>TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted</p>	1			
 <p>IPSMB2800 Vulcan HC Series Anvil 2800 IP Backing Camera • 2.8mm Lens • IP67 Rated Waterproof Exterior Camera • 1920 x 1080 Resolution • 2 Megapixels • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	10	\$279.92	\$2,799.20	
 <p>CAT660CBL CAT6 Shielded Camera Cable, 50 ft • Compatible only with Vulcan Series HCNVRs</p>	10	\$0.00	\$0.00	
<p>PRO8CMSLGFEE-3 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (51-100 Vehicles) • 1 YEAR CONTRACT</p>	1	\$0.00	\$0.00	
<p>HOSTEDSERVER-3 Hosted Server - 51-100 Vehicles Remote storage of audio, video and data secured on a hosted server Remote storage protection with the following security features • 256-bit encryption • ISP line with a minimum of 1GB • Redundancy on all equipment including firewalls, switches and servers • Triple redundancy on all storage, including on site and off site backups • Server facility secured with two-factor authentication for restricted access by only authorized personnel of storage provider • Data segregation to restrict each client's audio, video and data from being accessed by any other client • Requires PRO8CMS • \$80 Annual Fee Per Vehicle • 1 Year Contract</p>	10	\$60.00	\$600.00	
 <p>MotoTrax-SETUP MotoTrax Online Surveillance Management Software • One-Time Setup Fee per Vehicle</p>	10	\$25.00	\$250.00	

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>MotoTrax-CD MotoTrax Online Surveillance Management Software • Data Plan Provided by Customer • Annual Charge per Vehicle • 1 Year Contract</p>	10	\$300.00	\$3,000.00
<p>CONTLABOR-Wireless Contract Labor for Configuration of Wireless Components</p> <ul style="list-style-type: none"> • Configuration of AngelTrax wireless components purchased for use with Vulcan Series MDVR/HCNVR systems • NOTE: Wireless components must be configured by a Certified AngelTrax IT Professional. • Price is per system • Price is determined by type of wireless service (cellular or Wi-Fi) and software/tracking system purchased. • This quote does not include charges for the removal of any existing camera systems or equipment • *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location <p>Cellular</p> <ul style="list-style-type: none"> • Contact cellular carrier to activate service to Vulcan component(s). • Program unit to connect to PROBCMS or MotoTrax. • Set up each unit's ID and assigned vehicle number to be recognized in PROBCMS or MotoTrax. • Program unit to connect with customer's server or AngelTrax server. <p>Wi-Fi</p> <ul style="list-style-type: none"> • Contact customer's IT department for customer's Wi-Fi login at vehicle parking facility. • Program unit to connect to PROBCMS or MotoTrax per customer's requirements scheduled downloads or downloads upon connection to customer's Wi-Fi access point. • Set up each unit's ID and assigned vehicle number to be recognized in PROBCMS or MotoTrax. 	10	\$50.00	\$500.00
<p>CONTLABOR Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.</p>	10	\$485.00	\$4,850.00
<p>CONTLABOR Installation of AngelTrax IPSMB2800 Camera, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.</p>	10	\$75.00	\$750.00
<p>BID Bid Origination Customer - IFB#2019-01</p>	1	\$0.00	\$0.00
<p>SHIPPING/HANDLING Shipping and Handling Charges - 10 boxes * Optional items are not included in the calculation.*</p>	1	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<i>You may be eligible for lower pricing!</i>			TOTAL
			\$41,718.10

Ask us about purchasing through a local, state or national contract for competitive pricing without the bid process.

QUOTED PRODUCTS - OPTIONAL ITEMS		NOTE: OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN TOTAL PRICING ABOVE.	
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE

Signed and endorsed by: _____

Printed Name: _____

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

Title/Ownership of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

BID TERMS & CONDITIONS

If this quote is to be bid, the terms and conditions of the bid shall take the place of any applicable terms, conditions and disclaimers included in this quote.

PROCUREMENT CHECKLIST

PROJECT/CONTRACT TYPE

NEW BUS CAMERA INSTALLATION

PROCUREMENT TYPE

SMALL PURCHASE

DATE:

11/22/2021

VERIFIED BY:

MARILYN GUICE

FORM #	NAME OF FORM	MISSING	PENDING	COMPLETED	NOT REQUIRED
B-2	INDEPENDENT COST ESTIMATE			X	
B-3	RESPONSIBILITY DETERMINATION FORM			X	
B-4	FAIR AND REASONABLE PRICE DETERMINATION			X	
B-16	PRICE ANALYSIS DOCUMENTATION			X	
B-18	SOLE SOURCE PROCUREMENT JUSTIFICATION			X	
B-19	DETERMINATION OF BEST VALUE			X	
B-20	CONTRACT VERIFICATION			X	
B-31	PROCUREMENT SUMMARY			X	
B-32	PROCUREMENT DECISION MATRIX			X	
B-33	CHANGE ORDER REVIEW CHECKLIST			X	
B-34	CONTRACT CLAUSE MATRIX			X	
B-35	PRICE ANALYSIS DOCUMENTATION			X	
	PROCUREMENT REQUEST FORM			X	
	REQUISITION TRANSMITTAL FORM			X	
	QUOTE			X	
	CONTRACT			X	
	PURCHASE ORDER			X	
	COUNCIL MINUTES			X	
	SAM VERIFICATION			X	

Requisition Transmittal Form

Requisition Number R _____ - _____

Marilyn Guice

0864

601.326.5416

Contact Person

Extension

Fax

Commodities and/or Services costing between \$500.00 and \$5,000.00 require only one written quote. Commodities and/or Services costing between \$5,000.01 and \$50,000.00 require two written quotes. (Electronic Quotes are Acceptable, if addressed to the City of Jackson, include ALL Company information). (If not an electronic quote, a signature and date is required).

Instructions

Please include this form with ALL requisitions & quotes. Staple this form to the top of ALL documents.

When submitting a requisition please have ALL pertinent information with requisition:

1. Signed/Approved Requisition with DETAILS of goods/services requested
2. All Quotes solicited (if any)
3. Fixed Asset Screening Form (Required for any line item asset costing \$1,000.00+)
4. Specifications (if applicable), if you must specify, two brand names recommended, please add the words "or comparable."

NO, I HAVE NOT SOLICITED QUOTES. Purchasing Staff will solicit written quotes if you furnish detailed information including specifications on what you need. (Include Make, Color, Size, Manufacture, Quantity, Delivery Location, etc.)

YES, I HAVE SOLICITED QUOTES AND LISTED THEM BELOW.

If you have contacted vendors to secure quotes, please attach ALL Quotes.

Remember to write the requisition number on the top right hand corner of each page (including the quotes) and forward to Purchasing by Interoffice Mail or hand deliver.

Acceptable Written Quotations:

- Must be on City of Jackson's quote form or Vendor Letterhead with Contact Person.
- Must be dated and signed (legibly) by the Vendor.
- Electronic quote must be addressed to the City with Contact Person.
- Must be comparable (if specific model/brand specified).
- Must state freight and/or delivery charges (if applicable).

All Quotes:

- Must have a date when the quote will expire.
- Remain CONFIDENTIAL until Purchase Order has been issued
- Award Vendor must not be revealed until Purchasing has issued a Purchase Order to the Vendor.
- **Include all pertinent information with requisition: Bid Award, EPL, Quote, State Contract, Etc.**

NOTE: USER DEPARTMENTS/DIVISION SEND PO TO THE VENDOR

TO TRACK YOUR ORDER ALONG WITH RECEIVING YOUR ORDER(S) PROMPTLY,

ALL USER DEPARTMENTS/DIVISIONS PLEASE SEND PURCHASE ORDER TO VENDOR(S).

NAME OF COMPANY QUOTING: NUMBER OF QUOTES ATTACHED: 1

1. IVS, INC.

2. _____

3. _____

STATE CONTRACT/BID (If State Contract/Term Bid, include State Contract/Bid Number on the Requisition)

Marilyn Guice 0864 11/22/2021
Signature (Requestor's Name) Extension Department/Division Date

PLEASE INDICATE THE DATE MERCHANDISE IS NEEDED 11/22/2021

If this is Urgent, indicate the nature of Urgency via Memorandum addressed to the Purchasing Division.

Emergency requests must have a copy of the Mayor's Declaration.

FIXED ASSET SCREENING CERTIFICATION FORM



Account Number 187.565.80.6852 Request Date 11/22/2021

City Department/Division Name PLANNING/TRANSIT

Signature of Department Director _____

Signature of Division Manager/Other Mindy Hui

Requestor Phone Number 601.960.0864

Equipment Description MOBILE CAMERA SYSTEM

Justification of Need TO PURCHASE AND INSTALL CAMERAS ON NEW BUSES RECEIVED

Comments: _____

Estimated Acquisition Cost \$ 41,718.10

Check One: New _____ Replacement* _____

*Proposed Disposition _____

*City Inventory Number _____

Replacement Vehicles:

*Mileage _____ *Year/Model _____

(For Mayor's Office Use Only)

Approved Initials _____ Date: _____ Comments: _____

Not Approved Initials _____ Date: _____

White Copy - Purchasing

Yellow Copy - Requestor

FORM B-2
INDEPENDENT COST ESTIMATE

Contract Type: SMALL PURCHASE Date of Estimate: 10/1/2021
Description of Goods/Service: PURCHASE & INSTALLATION OF BUS CAMERA SYSTEM

Method of Obtaining the Estimate:

I have obtained the following estimate from:

- Published Price List/Past pricing (date) JUNE 2020
- Engineering or technical estimate
- Independent Third-Party estimate
- Other (specify) _____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$44,500.00. Please see attached Procurement Request Form for details.

Signature of Preparer:

The preceding cost estimate was obtained or prepared by:

Milap Sin

Administering Agency: City of Jackson (JATRA)
Contract No.: RFP #2019-01
Contract Description: Mobile Video Surveillance System

MASTER PURCHASE AGREEMENT

THIS AGREEMENT is made at Jackson, Mississippi, as of July 1, 2019, by and between the City of Jackson, ("City"), and IVS, Inc., dba AngelTrax. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A (Scope of Work RFP No.2019-01), and Contractor response to said document.
2. **Payment.** City shall pay Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services in accordance with agreement. City agrees to make payment within 45 days after receipt of the invoice, and receipt, inspection, and approval of goods or services.
3. **Time of Commencement and Completion:** The Contractor shall perform under this Contract from the 1st day of July, 2019 to the 31st day of June, 2022 with an option to renew for an additional two (2) years provided there is mutual agreement.
4. **Sole Source.** IVS, Inc. dba AngelTrax is the sole source manufacturer and sole source provider of all mobile video surveillance systems and system components distributed under the AngelTrax and Vulcan™ Series brand names.
5. **Facilities, Equipment and Other Materials, and Obligations of City.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
6. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
8. **Licenses, Permits, Etc.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor

shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

9. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
10. **Insurance.** Contractor shall file with City a Certificate of Insurance.
11. **Indemnity.** The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold CITY OF JACKSON free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by City of Jackson arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of CITY OF JACKSON from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term CITY OF JACKSON means City of Jackson or its officers, agents, employees, and volunteers.

12. **Contractor Not Agent.** Except as City may specify in writing Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind City to any obligation whatsoever.
13. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of City, said approval to be in the sole discretion of City.
14. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Service Team as explained below, Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for removal of such person or persons.

15. **Standard of Performance**. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
16. **Termination**.
- A. City shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event City shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) City shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) City shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to City such financial information as in the judgment of the City is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the City.
17. **Non-Discrimination**. Contractor complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.
18. **Records**. Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to City, and City shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until City is satisfied that work of such value has been rendered pursuant to this agreement. However, City shall not unreasonably

withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Contractor agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. The City agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this service.
20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
21. **Conflict of Interest.** Contractor certifies that no official or employee of the City, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the City.
22. **Entirety of Agreement.** This Agreement contains the entire agreement of City and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

City of Jackson

Attn: Marilyn Gulce, Transportation Planning Mgr
1785 Highway 80W
Jackson, MS 39204

Tel. (601) 960-0864

Email: mgulce@jacksonms.gov

Contractor

IVS, Inc. dba AngelTrax
119 S. Woodburn Dr.
Dothan, AL 36305

Tel. (800) 673-1788

Email: bids@angeltrax.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

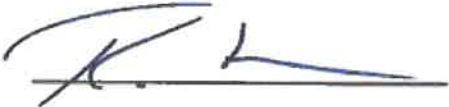
CITY OF JACKSON

By: 

Date: 8/13/19

Name/Title: Chokwe A. Lumumba, Mayor

CONTRACTOR IVS, Inc., dba AngelTrax

By: 

Date: 8/2/2019

Name: Richie Howard

* Title: President/CEO

Exhibits

- A. Scope of Work
- B. Contractor Response to Scope of Work
- C. Quote

**City of Jackson Master Agreement
With IVS, Inc., dba AngelTrax
Mobile Video
Surveillance System**

Agreement Exhibits

Exhibit A – Scope of Work

Exhibit B – Contractors

Response to Scope of Work

Exhibit C – Quote

EXHIBIT A SCOPE OF WORK

General Requirements:

The Proposer shall provide the City of Jackson the following equipment and services:

1. Up to three hundred and fifty cameras (350): 25 Large Buses (greater than 30 ft.) with 8 cameras each (222), 20 Small Buses (less than 30 ft.) with 6 cameras each (90), 8 vans with 4 cameras each (32), and 6 spares.
2. Installation of all hardware and software
3. Testing of all operations
4. On-Site Training of all appropriate staff
5. Equipment and Software Manuals
6. Documentation for operation and maintenance of equipment
7. Warranty, Service & Support
8. Spare Parts

Recorder:

1. The system shall be provided in compatible and interchangeable formats that support simultaneous recording of up to four (4), eight (8), twelve (12), or up to sixteen (16) high definition cameras and an equal number of microphones (up to four (4), eight (8), twelve (12), or up to sixteen (16).
2. The system shall support two additional audio channels capable of synchronizing to user-selectable cameras.
3. The Recorder shall support up to four (4), eight (8), twelve (12) or sixteen (16) standard analog cameras inputs with optional video encoder(s).
4. The Recorder shall provide PoE (Power over Ethernet) to high definition cameras directly with no additional hardware required.
5. The system shall be capable of recording all cameras at the highest resolution and quality at a minimum of 30 images per second per camera.
6. The Recorder shall be ruggedized and secure with lockable recording media without the need for an additional enclosure.
7. The system shall include a driver event switch that features a system status "heartbeat" style health indicator to provide visual confirmation that the system is operating properly.
8. The system shall be capable of simultaneous recording, playback and remote access allowing multiple users to review video without interruption of recording.
9. The system shall save the serial number of the hard disk drive to the system log in order to record and track the replacement of the recording media.
10. The system shall record onto a removable hard disk drive up to 8.0TB.
11. All storage shall be removable. Systems that move data between multiple storage devices shall not be acceptable.
12. Fully redundant removable RAID data packs shall be provided as an option. Redundant recording shall duplicate storage completely and shall include all cameras and entire storage duration.
13. The system shall record onto a removable hard disk drive equipped with a key lock to prevent tampering, and shall be 'swappable' for use in any same model Recorder, regardless of the number of cameras supported.
14. The system shall be capable of maintaining one (1) month of recorded high definition video at a rate of

- 30 images per second on every camera simultaneously on a single on-board drive.
15. The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.
 16. The Recorder shall be Mil-Spec Rated: STD-810F and SAE Rated: 11455 for vibration and shock and include a shock absorbing mounting kit.
 17. The system shall be capable of configuring video quality, resolution and recording speed individually for each camera.
 18. The Recorder shall record video in user adjustable resolution setting of F-HD (1920x1080), HD (1280x720), W-DI (864x480), QHD (640x360) or W-CIF (432x240).
 19. The system shall not require defragmentation, maintenance or any other housekeeping operations that may interrupt recording when the vehicle ignition is powered on.
 20. All recorded data shall be immediately available on the removable storage media; the system shall not require a waiting period or completion of any processes prior to obtaining access.
 21. The recorder shall feature an eSATA port for virtually unlimited onboard storage options.
 22. The system shall include an optional built-in heater for operating in temperatures as low as -20°F. Systems that require an additional enclosure to comply with this requirement are not acceptable.
 23. The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC, where the images can be printed, emailed or saved onto another storage media.
 24. The system shall feature a built-in 3-axis accelerometer capable of tagging video or sending alarm notification when the vehicle exceeds a pre-determined G-force setting.
 25. The system shall be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply connected by 12-gauge wire and protected from spikes, surges and reverse polarity operating between 9 and 36 VDC.
 26. The Recorder shall meet the requirements of ISO 7637-2 "Electrical disturbances from conduction and coupling". The Recorder shall provide regulated 12-volt power for all peripherals (up to 40 watts).
 27. The Recorder shall have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, up to twenty-four hours.
 28. The system shall feature pre-event recording that allows the system to record up to five (5) minutes of video prior to system activation (manually, motion activation, etc.).
 29. The system shall be capable of streaming live video to first responders through cellular or wireless LAN options.
 30. The system shall feature a built-in GPS receiver.
 31. The system shall be equipped with a minimum of two (2) USB ports to allow for exporting video clips using CDRW, HDD or USB flash memory.
 32. The Recorder shall include a functional Gigabit Ethernet port for system configuration and transmission of video using software over 802.11, LAN/WAN or cellular networks.
 33. The Recorder shall feature H.264 "Main Profile" video compression for superior video quality, network performance and recording duration. "Constrained Baseline Profile" or "Baseline Profile" type H.264 is not acceptable.
 34. The system shall be capable of on-board viewing, downloading and control via laptop using the included software.
 35. The Recorder dimensions shall not exceed 11.2" x 3.9" x 13.9" (WxHxD).
 36. The Recorder shall be compatible with a facility-based Recorder system and allow for software interoperability between vehicle and facility recording systems.
 37. Onboard system components shall be removable I replaceable as an entire component to minimize vehicle down times and simplify maintenance.
 38. Proposers shall explain how IP cameras are set-up and configured for use during initial set up and for field replacement and/or adding additional cameras if needed later.
 39. Video clip samples shall be provided to display video quality recorded at the maximum recording quality

and rate while maintaining on-board video on a single hard disk drive for 31 days, utilizing the hard disk drive specified in the base bid of this proposal.

Software / Firmware:

1. License-free software that is capable of live viewing, playback, calendar and event searches, and administration shall be provided at no extra cost, and shall be compatible with Windows® 7 and higher.
2. All future software updates for license-free software shall be included free of charge.
3. The software shall provide various levels of user access rights that allow and restrict access to various functions. The software shall feature 256 user passwords and 64 user groups.
4. When equipped with GPS, the system shall provide historical and live software mapping display routes of the vehicle location and speed charts.
5. When equipped with GPS, the system software shall be capable of connecting to pre-recorded video by selecting a point on the map or selecting a point on the speed chart to view from that speed or location.
6. When equipped with 360° cameras, the system software shall include de-warping functionality to provide perspective corrected video image panels.
7. To retrieve recorded video, the software shall provide searches by event, time lapse, time and date, vehicle location and vehicle speed. Optional software shall allow for easy fleet-wide searches and wireless download of video based solely upon the date and a general map location.
8. The software shall display the current time and date on the video.
9. When events are detected, the unit shall display the event information and allow users to access the remote site directly to search the image associated with the event.
10. The included software shall allow the user to connect to multiple units simultaneously and allow for viewing a minimum of 64 camera views at one time. Optional management software shall feature secure, instant live access to simultaneously provide live viewing to multiple parties with no reduction in video quality or additional use of wireless bandwidth.
11. The system shall feature optional software for automated event video upload to a central server repository.
12. The system shall include optional software with advanced backend capabilities for automatic download of video clips and the ability to classify event video data.
13. The system shall feature optional software for large-scale remote viewing and admin functions for up to 256 simultaneous users and for viewing up to hundreds of camera views at one time.
14. The software shall allow for automated software upgrades and simultaneous updates to multiple sites.
15. Image adjustments, PTZ control and alarm out controls shall be administered utilizing the software.
16. The software shall be capable of synchronizing the time of all Recorder systems utilizing a "master Recorder" or to GPS time (if applicable). Daylight savings adjustments shall be automatic.
17. Software settings shall allow the system (when networked) to send email notification for any system event including video loss, camera obstruction, hard drive "full status", etc. Optional software shall supply health information of the video system with error logs, reports and automatic notification for video blind events, video loss events, disk errors, disk temperature events, fan errors, recorder errors, disk almost full and disk S.M.A.R.T (Self-monitoring, analysis and reporting technology) events.
18. Software settings shall allow the system to send notification to the vehicle driver or external systems for any system event including video loss, camera obstruction, hard drive "full status", etc. When networked, the system shall be capable of sending notification to a central location. Optional management software shall support fleet-wide email notification of system events as well as a fleet-wide health summary featuring camera and Recorder health reports.
19. Options for archiving/retrieving video shall include saving a video clip as a Windows Media Player (.avi) file, saving as an image (.bmp), or saving video as a self-executable format (.exe).
20. Video clips saved using the self-executable format (.exe) shall be encrypted and should be viewed without the use of any software, providing the ability to easily transfer secure video evidence.

21. Video clips shall include the option of viewing a single camera or multiple cameras on a single screen.
22. Executable video clips shall display GPS map location vehicle and speed upon playback and metadata from other onboard systems.
23. Video clips shall provide the option of saving a portion of the video clip (shorter in length and/or reducing the number of cameras) in order to make a smaller video clip from the original.
24. The software shall feature the option to archive video clips requiring a password for reviewing.

Management Software:

1. Management software shall provide fleet-wide status reports, event logs, on-demand and automated video clip retrieval for easy fleet-wide video management.
2. Management software shall provide access to an unlimited number of users and feature multiple user access-levels with password protection to ensure system settings are secure.
3. Software licenses shall be provided on a per-vehicle basis, and shall include 36 months of maintenance (software updates) at no additional charge.
4. Software shall include both a client-based and web-based user interface options.
5. Users shall be capable of programming the software to automatically download video clips based on specific event types.
6. All data logs and video clips shall be available for viewing anytime (regardless of current connection status) once the video clips have been uploaded.
7. Users shall be capable of requesting download of custom video clips.
8. Video clips scheduled or manually requested shall automatically download when the vehicle connects to the network.
9. Software shall provide "connection status" to easily determine if a vehicle has not recently connected to the network.
10. The user shall be capable of requesting multiple video clips simultaneously from multiple sites.
11. Software shall provide chain of custody reports with a complete history of system and user actions associated with each video clip.
12. Users with granted permission rights shall be capable of classifying reviewed video clips to save to temporary or long-term storage or schedule for deletion.
13. Administrative users shall be capable of programming the software with an adjustable time period for storing the event log, temporary storage, long-term storage and deletion grace period (by which video clips are stored for a period time prior to deletion).
14. Video clips associated with error events may be requested for: review of the clip, review of the chain of custody report associated with the clip, preserving the clip in long-term storage and downloading/archiving the clip.
15. Management software shall include a recording log that displays each Recorder's total recording time and the number of recording segments to assist in diagnosing potential recording issues.
16. Management software shall be compatible with all Recorder systems proposed.
17. Software shall provide customizable categories that will allow users to classify video clips based upon pre-determined criteria.
18. Software shall support sorting of video clips based upon classification status.
19. A user tasked with categorizing clips shall be able to quickly locate video clips not yet classified.
20. Users shall be capable of inserting and saving notes or comments regarding a specific video clip to document essential data regarding a clip.
21. Management software shall allow users to view the last location of each vehicle in the fleet with a graphical map interface.
22. Search capabilities shall support the download of video clips by location in a specified time period - software shall upload video clips for all vehicles within the location and time parameters selected.

23. Management software shall provide secure video streaming capabilities.
24. Video streaming capabilities shall support on-demand live connectivity to multiple users without degradation of video quality.

HD Cameras:

1. All cameras shall utilize 48-volt PoE (Power over Ethernet), supplied from the Recorder.
2. Interior cameras shall be high definition, low light, IR Illuminating with a lux rating of 0.
3. Interior cameras shall be color with a built-in high sensitivity microphone.
4. Interior 360° cameras shall include 180° Horizontal and 180° Vertical Field of View.
5. Interior 360° cameras shall provide ePTZ, De-Warping and Panoramic Modes.
6. Camera resolution setting options shall be F-HD (1920x1080), HD (1280x720), W-DI (864x480), QHD (640x360) or W-CIF (432x240).
7. Exterior cameras shall be impact and tamper-resistant and rated a minimum of IP66 for proven durability in exterior mobile applications.
8. Exterior cameras shall feature a UV coated dome for additional exterior protection.

Warranty, Service & Support:

1. All hardware shall include a warranty of two (2) years parts and labor.
2. Unlimited telephone and email technical support shall be provided at no additional charge for the life of the system.
3. Additional extended warranty and service contracts shall be available.

Spare Parts:

The Proposer shall include the cost of spare parts as part of the Proposal. The proposer will recommend the type and inventory levels of spare parts required to maintain the system. These parts shall be delivered to the City at the time of installation.

Parts Availability:

1. **Contractor Designed Parts:** The Contractor agrees to make available such parts, components, devices and/or assemblies used in the equipment and which is designed, made or otherwise controlled by the Contractor for a period of not less than ten years from the date of equipment acceptance.
2. **Commercial Parts:** For those parts which are purchased by the Contractor from commercial sources and over which the Contractor has no control, the Contractor agrees to monitor the availability of such parts. If a part is to be discontinued and no longer available from the original source, the Contractor shall notify the City not less than six (6) months for the date of discontinuance to enable the City to purchase whatever parts are anticipated to be required for the remaining useful life of the equipment.

PRICES, TERMS AND PAYMENT

Pricing is the one component of the evaluation process. In order to evaluate the pricing for each Proposal received, Office of Transportation requests that the firms interested in responding submit a Proposal. All pricing discounts or offers that will assist the Office of Transportation in obtaining the best possible pricing for the products and services must be provided.

- **Price information:** In this section, provides us with your Proposed Cost. Proposers are encouraged to offer more options in addition to what is listed in the Scope.
- **Indicate any exceptions to the scope of services, general terms and conditions or other requirements listed in the Proposed Contract.**

Overall quality of response and compliance to business requirements/needs and acceptance.

1. **Proposer's signature is not required on the Proposed Contract included in the RFP; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment. The Office of Transportation reserves the right to make changes and/or additions to the Proposed Contract.**
2. **If the Office of Transportation and Contractor are unable to negotiate final contract terms and conditions after Contract Award, the Office of Transportation reserves the right to enter into Contract negotiations with other Proposer(s).**

TAX EXEMPTION:

The City of Jackson is exempt from payment of all Federal, State, and local taxes in connection with this Project. The taxes shall not be included in the Proposal or Proposal prices. City of Jackson will provide necessary tax exemption certificates. This provision does not relieve the Proposer from the responsibility of paying all applicable taxes for goods, services, and labor acquired in the performance of this Project.

EXHIBIT B CONTRACTORS RESPONSE TO SCOPE OF WORK

Spec Matrix for: **JATRAM FLEET - CITY OF JACKSON**

Due Date: **2.26.2019**

Item	Description	Response
	APPENDIX A - SCOPE OF WORK	
	General Requirements:	
	The Proposer shall provide the City of Jackson the following equipment and services:	Acknowledged and Compliant
1.	<p>Up to three hundred and fifty cameras (350): 25 Large Buses (greater than 30 ft.) with 8 cameras each (222), 20 Small Buses (less than 30 ft.) with 6 cameras each (90), 8 vans with 4 cameras each (32), and 6 spares.</p> <p>Q&A 2/18/19 Question #1 On page 2 of the RFP, paragraph 2 references 51 passenger vehicles. In other parts of the RFP, the total number of vehicles is 53 (25 FR/20 Para/8 Vans and 6 spares). Please confirm the number of vehicles and by "spares" does that refer to just 6 spare DVRs or DVRs and cameras?</p> <p>Response The vehicle installation will be 51 vehicles (25 FR/22 PR/4 Vans). The 2 spares are for cameras only. The total number of cameras to be purchased will be up to 350.</p>	<p>Acknowledged and Compliant Recommended Camera Placement per Vehicle Type</p> <p><u>Fixed Route Buses</u> Camera 1 – IPWS4000 – Driver’s View – CAT625 Camera 2 – IPI2500 – Door to Driver – CAT625 Camera 3 – PARLX4K – Parallax View System – CAT615 Camera 4 – PARLX4K – Parallax View System – CAT625 Camera 5 – PARLX4K – Parallax View System – CAT625 Camera 6 – PARLX4K – Parallax View System – CAT650 Camera 7 – IPX4000 – Ext. Street side – CAT650 Camera 8 – IPX4000 – Ext. Curb side – CAT650</p> <p><u>Para-Transit Buses</u> Camera 1 – IPWS4000 – Driver’s View – CAT625 Camera 2 – IPI2500 – Door to Driver – CAT625 Camera 3 – IPC1700HC – Side to Side – CAT625 Camera 4 – IPI2500 – WC Lift View – CAT625 Camera 5 – IPX4000 – Ext. Street side – CAT615 Camera 6 – IPX4000 – Ext. Curb side – CAT625</p> <p><u>Vans</u> Camera 1 – IPWS4000 – Driver’s View – CAT625 Camera 2 – IPI2500 – Door to Driver – CAT625 Camera 3 – IPC1700HC – Side to Side – CAT625 Camera 4 – IPI2500 – WC Lift View – CAT625</p>
2.	Installation of all hardware and software	<p>Acknowledged and Compliant AngeITrax will be including installation in our quote ATXQ32221 on pages 151-159 and also pricing for optional Un-Install if required. We are also including one of our CP4 Touchscreen monitors for use during installation and for adjustments.</p>
3.	Testing of all operations	<p>Acknowledged and Compliant Systems will be thoroughly tested to insure all systems are recording and communicating as they should.</p>
4.	On-Site Training of all appropriate staff	<p>Acknowledged and Compliant Please see our Proposed Project Timeline on pages 88 for an overview of how we proceed from the</p>

		time we receive your PO until installation and training is complete.
5.	Equipment and Software Manuals	Acknowledged and Compliant Equipment and Software manuals will be supplied during installation.
6.	Documentation for operation and maintenance of equipment	Acknowledged and Compliant Equipment and Software manuals will be supplied during installation.
7.	Warranty, Service & Support	<p>Acknowledged and Compliant AngelTrax is committed to providing the best and most efficient customer service in the mobile surveillance industry. AngelTrax technical support is free of charge, whether the call is the result of a warranty or non-warranty issue.</p> <p>At the onset of any problem, please do not hesitate to contact our Technical Support Department via phone at 1.800.673.1788, Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. AngelTrax's Technical Support Department can also be reached via the Contact Us form on the AngelTrax Website (www.angeltrax.com/contact). Complete the form, indicating "Technical Support" as the "Reason for Contact." A technician will be notified immediately and respond to your inquiry as soon as possible.</p> <p>The majority of product technical issues are resolved within the initial phone call or email conversation. If additional assistance is required AngelTrax technicians can log into your computer remotely and show you step-by-step how to correct the issue. In such cases, our technician will direct you to the link highlighted above on the AngelTrax Support page to initiate the remote log in process.</p> <p>If the issue requires an AngelTrax Field Engineer to perform a site visit, this will be initiated by the Technical Support Department and the site visit will be scheduled as soon as possible.</p> <p>If a product must be repaired or replaced, AngelTrax will immediately ship the necessary products to you via overnight shipping to ensure the least possible downtime (unless another shipping method is specified).</p> <p>If warranty service becomes necessary, contact AngelTrax's Technical Support Department by phone at 1.800.673.1788 or through the "Contact Us" form on the AngelTrax website (www.angeltrax.com/contact) and request a Return Merchandise Authorization (RMA) number.</p>
8.	Spare Parts	Acknowledged and Compliant Spare components may be purchased, at a highly

Spec Matrix Approved:
 Date: 8/1/19

		<p>discounted price, for your future use and to further reduce the downtime that may be associated with a replacement component issue. Spare Parts as listed: (2) PARLX4K (2) IPWS4000 (2) IPX4000 (2) IPI2500 (2) IPC1700HC (2) HCHDDTRAY (4) HDD2TB (1) MISC1 - V8HCMANBOARD (1) MISC1 - V12HCMANBOARD</p>
	<p>Recorder:</p>	
<p>1.</p>	<p>The system shall be provided in compatible and interchangeable formats that support simultaneous recording of up to four (4), eight (8), twelve (12), or up to sixteen (16) high definition cameras and an equal number of microphones (up to four (4), eight (8), twelve (12), or up to sixteen (16)).</p> <p>Q&A 2/18/19 Question #3 The system shall be provided in compatible and interchangeable formats that support simultaneous recording up to 4, 8, 12, and 16. The actual amount of cameras being asked for on the spec is a max of 8 cameras on the Fixed route vehicles. Will an AHD DVR that accepts a max of 8 AHD cameras at 1080p and 30 fps be acceptable as on page 19, item 3 also advises "The Recorder shall support up to four (4), eight (8), twelve (12) or sixteen (16) standard analog cameras inputs with optional video encoder(s)"</p> <p>Response <i>No, thinking of the future advancement of Jatron, we will have to have the specifications listed as requested.</i></p> <p>Q&A 2/18/19 Question #20 Page 19 states the number of cameras for each bus type, and requirements for both interior and exterior cameras are noted on page 23: Has the City of Jackson determined the number of interior vs. exterior cameras required for each bus type?</p> <p>Response <i>Vendor will provide their own expertise of camera placement to provide adequate coverage.</i></p> <p>Please describe the camera views desired for each</p>	<p>Acknowledged and Compliant For the Fixed Route Buses with 8 cameras we are offering our Vulcan V12HC and for the Para-Transit Buses and Vans we are offering our Vulcan V8HC. Both of these are High Definition NVRs. Both of these NVRs offer our Hybrid Rail Technology. You can repair or upgrade our NVR without removing it from the vehicle. You may simply remove the module and replace it. The V8HC can be upgraded to a V12HC at any time with simply swapping the main board module. The V12HC can be upgraded to 16 channels at any time with simply adding a switch. We are including our dual HDD2TB Hard Drives for a total of 4TB of recording space. We have also added our SD64GB SD Card for redundant recording.</p>

	<p>bus type</p> <p><i>Response</i></p> <p><i>The City of Jackson prefers the vendor to provide the best coverage for the available cameras on each bus. The vendor may suggest their recommendation for camera placement.</i></p>	
2.	<p>The system shall support two additional audio channels capable of synchronizing to user-selectable cameras.</p> <p><i>Q&A 2/18/19 Question #33</i></p> <p><i>Page 19 #2. The system shall support two additional audio channels capable of synchronizing to user selectable cameras. Our system uses microphones on all Interior Cameras, Is this acceptable?</i></p> <p><i>Response</i></p> <p><i>Yes</i></p>	<p>Acknowledged and Compliant</p> <p>AngelTrax cameras have Omni-directional microphones built-in for each of the interior cameras. These microphones are filtered to reduce road noise and vibration and enhance the human voice.</p>
3.	<p>The Recorder shall support up to four (4), eight (8), twelve (12) or sixteen (16) standard analog cameras inputs with optional video encoder(s).</p>	<p>Acknowledged and Variable</p> <p>AngelTrax is offering our Vulcan HC NVR systems. This is a totally digital recording system using all IP based cameras. We will not be using video encoders or old analog cameras for this project.</p> <p>For the Fixed Route Buses with 8 cameras we are offering our Vulcan V12HC and for the Para-Transit Buses and Vans we are offering our Vulcan V8HC. Both of these are High Definition NVRs. Both of these NVRs offer our Hybrid Rail Technology. You can repair or upgrade our NVR without removing it from the vehicle. You may simply remove the module and replace it. The V8HC can be upgraded to a V12HC at any time with simply swapping the main board module. The V12HC can be upgraded to 16 channels at any time with simply adding a switch. We are including our dual HDD2TB Hard Drives for a total of 4TB of recording space. We have also added our SD64GB SD Card for redundant recording.</p>
4.	<p>The Recorder shall provide PoE (Power over Ethernet) to high definition cameras directly with no additional hardware required.</p>	<p>Acknowledged and Compliant</p>
5.	<p>The system shall be capable of recording all cameras at the highest resolution and quality at a minimum of 30 Images per second per camera.</p>	<p>Acknowledged and Compliant</p> <p>AngelTrax Vulcan NVRs are capable of recording at 30fps however; please note that this will use a lot more hard drive space than is needed. Industry standard is to record 1080P at 15fps. This saves on hard drive space and you will have a High Definition movie like quality of video.</p>
6.	<p>The Recorder shall be ruggedized and secure with lockable recording media without the need for an additional enclosure.</p>	<p>Acknowledged and Compliant</p> <p>AngelTrax NVRs are built inside of a thick extruded aluminum chassis for protection for vandals and road vibration. AngelTrax also includes as standard equipment our locking front door and our rear protective cover. This</p>

		provides a maximum protection solution for the recording media stored inside and protection for the wiring and connections.
7.	The system shall include a driver event switch that features a system status "heartbeat" style health indicator to provide visual confirmation that the system is operating properly.	Acknowledged and Compliant AngelTrax includes our Driver's Panic Button which is surrounded by LEDs that if everything is recording properly will glow green. If the LEDs are not illuminated then there is a problem with the NVR.
8.	The system shall be capable of simultaneous recording, playback and remote access allowing multiple users to review video without interruption of recording.	Acknowledged and Compliant
9.	The system shall save the serial number of the hard disk drive to the system log in order to record and track the replacement of the recording media.	Acknowledged and Compliant
10.	The system shall record onto a removable hard disk drive up to 8.0TB. <i>Q&A 2/18/19 Question #4</i> The system shall record onto removable hard disk up to 8.0TB. Will JATRAM accept a 4TB hard disk drive? <i>Response</i> No, we prefer to stick with what is specified in the RFP. <i>Q&A 2/18/19 Question #34</i> Page 19 #10. The system shall record onto a removable hard disk drive up to 8 0TB. Our system records to dual Hard Drives up to 4TB total, is this acceptable? <i>Response</i> Yes	Acknowledged and Compliant AngelTrax NVRs record to dual hard drives for a total of 4TB of internal storage. We also have an eSATA port on the rear of the NVR that will allow up to 16TB of external storage if required.
11.	All storage shall be removable. Systems that move data between multiple storage devices shall not be acceptable.	Acknowledged and Compliant
12.	Fully redundant removable RAID data packs shall be provided as an option. Redundant recording shall duplicate storage completely and shall include all cameras and entire storage duration.	Acknowledged and Exceed This is older style technology. AngelTrax offers dual stream recording so that you will have for example 15 days of High Definition recording along with 45 days of Low Resolution stored on the same hard drive tray. This allows you to go back if needed at a later date to retrieve data that someone reported two or three weeks after an incident. This allows you to at least go back and have the video evidence even at a lower resolution. Remember as well that this is an all-digital system and the lower resolution is still QHD (640x360) which is plenty to identify evidence if needed.

13.	The system shall record onto a removable hard disk drive equipped with a key lock to prevent tampering, and shall be 'swappable' for use in any same model Recorder, regardless of the number of cameras supported.	Acknowledged and Compliant AngelTrax has a locking front door. Once you open the door you may remove the drive tray and hot swap a replacement if desired.
14.	<p>The system shall be capable of maintaining one (1) month of recorded high definition video at a rate of 30 images per second on every camera simultaneously on a single on-board drive.</p> <p>Q&A 2/18/19 Question #7 Under Recorder, line item 14. In the RFP states: "The system shall be capable of maintaining one (1) month of recorded high definition video at a rate of 30 images per second on every camera simultaneously on a single on-board drive." Will the City of Jackson approve a recorder that utilizes dual drives housed in a single canister? <i>Yes dual drives is fine</i></p> <p>Q&A 2/18/19 Question #36 Page 19 #14. The system shall be capable of maintaining one (1) month of recorded high definition video at a rate of 30 images per second on every camera simultaneously on a single onboard drive. Our system records in 1080P High Definition. Using 30FPS is overkill at 1080P and just uses up large amounts of Hard Disk space. Is 15 FPS acceptable? Also, our system recording to a dual drive setup stripes the drives to be total storage up to 4TB. Is this acceptable? Response <i>Yes</i></p>	Acknowledged and Compliant AngelTrax Vulcan NVRs are capable of recording at 30fps however; please note that this will use a lot more hard drive space than is needed. Industry standard is to record 1080P at 15fps. This saves on hard drive space and you will have a High Definition movie like quality of video. We are including our dual HDD2TB Hard Drives for a total of 4TB of recording space. We have also added our SD64GB SD Card for redundant recording.
15.	The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.	Acknowledged and Compliant
16.	The Recorder shall be Mil-Spec Rated: STD-810F and SAE Rated: 11455 for vibration and shock and include a shock absorbing mounting kit.	Acknowledged and Compliant
17.	The system shall be capable of configuring video quality, resolution and recording speed (individually for each camera.	Acknowledged and Compliant
18.	The Recorder shall record video in user adjustable resolution setting of F-HD (1920x1080), HD (1280x720), W-DI (864x480), QHD (640x360) or W-CIF (432x240).	Acknowledged and Compliant
19.	The system shall not require defragmentation,	Acknowledged and Compliant

	<p>maintenance or any other housekeeping operations that may interrupt recording when the vehicle ignition is powered on.</p>	
20.	<p>All recorded data shall be immediately available on the removable storage media; the system shall not require a waiting period or completion of any processes prior to obtaining access.</p>	<p>Acknowledged and Compliant With the NVR powered on you can open the front door with our supplied key. Once the door is opened the NVR will tell the drive to finish writing and park. This takes less than a minute. Once this has finished you can simply pull the hard drive tray and replace it with another one. Then shut and lock the front door. The NVR will then begin recording on the new drive tray.</p>
21.	<p>The recorder shall feature an eSATA port for virtually unlimited onboard storage options.</p>	<p>Acknowledged and Compliant</p>
22.	<p>The system shall include an optional built-in heater for operating in temperatures as low as -20°F. Systems that require an additional enclosure to comply with this requirement are not acceptable.</p>	<p>Acknowledged and Exceed AngelTrax includes a heater built into the hard drive tray. This is not an optional part.</p>
23.	<p>The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC, where the images can be printed, emailed or saved onto another storage media.</p>	<p>Acknowledged and Compliant We are including our VULSECKEY SATA to USB connector.</p>
24.	<p>The system shall feature a built-in 3-axis accelerometer capable of tagging video or sending alarm notification when the vehicle exceeds a pre-determined G-force setting.</p> <p>Q&A 2/18/19 Question #5 <i>The system shall feature a built in 3-axis accelerometer Will an external accelerometer be accepted?</i> Response <i>No, due to space and airflow needed for this device, as well as a neater appearance and better troubleshooting, we request this to be internal to the device.</i></p>	<p>Acknowledged and Compliant AngelTrax Vulcan NVRs have a built-in G-Force sensor that can tag video for Hard Acceleration, Hard Stops, Hard Turns, and Impacts.</p>
25.	<p>The system shall be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply connected by 12-gauge wire and protected from spikes, surges and reverse polarity operating between 9 and 36 VDC.</p>	<p>Acknowledged and Compliant</p>
26.	<p>The Recorder shall meet the requirements of ISO 7637-2 "Electrical disturbances from conduction and coupling". The Recorder shall provide regulated 12-volt power for all peripherals (up to 40 watts).</p>	<p>Acknowledged and Compliant</p>
27.	<p>The Recorder shall have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, up to twenty-four hours.</p>	<p>Acknowledged and Compliant</p>

28.	The system shall feature pre-event recording that allows the system to record up to five (5) minutes of video prior to system activation (manually, motion activation, etc.).	<p>Acknowledged and Compliant Pre and Post event times are user selectable and can be programmed during installation.</p>
29.	<p>The system shall be capable of streaming live video to first responders through cellular or wireless LAN options.</p> <p>Q&A 2/18/19 Question #16 Wireless Downloading? What do they have currently? Would we provide this from the ground up? Do they have existing server for this? Do they have AP in yard already or is that something we need to quote? <i>We currently have AP and wireless. This does not need to be quoted. We currently have Meraki MR74 as the AP. There are 3 of them surrounding the bus yard. There are no servers for the offload. We prefer your solution be cloud based. However, if you do not offer cloud based, yes, please include the server infrastructure in your quote.</i></p> <p>Q&A 2/18/19 Question #18 Appendix A – Scope of Work indicates in several requirements that the City is seeking a system that is equipped with wireless and cellular capabilities. Please confirm that wireless and/or cellular capabilities are desired. Response <i>Yes wireless and/or cellular capabilities are desired.</i></p> <p>If yes, the following additional questions apply: Are proposers responsible for providing any facility access points? Response <i>Yes City of Jackson will provide access points.</i></p> <p>Details of other existing wireless infrastructure in place (including make / model). Response <i>Meraki MR74 AP currently 3</i></p> <p>Locations of power and Ethernet availability. Response <i>Vendor will provide equipment needed to make their proposal functional</i></p> <p>Are proposers responsible for providing a server as</p>	<p>Acknowledged and Compliant AngelTrax is including pricing on our PROBCMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View. AngelTrax can also help you set up the PROBCMS Software to push data to whichever Cloud service you would like to use.</p>

	<p>part of this project? <i>Response</i> <i>City of Jackson prefers a cloud-based solution. However, if this is not possible, please provide server infrastructure as a part of the quote.</i></p> <p>If yes, please advise the desired long-term storage duration required. <i>Response</i> <i>30 days or longer.</i></p>	
30.	<p>The system shall feature a built-in GPS receiver.</p> <p>Q&A 2/18/19 Question #6 The system shall feature a built in GPS receiver. Will an external GPS be accepted? <i>No, due to the space and airflow needed for this device and others, as well as a neater more professional appearance; also less points of failure, we request this to be internal.</i></p>	<p>Acknowledged and Compliant AngelTrax NVRs have built-in GPS receivers and we are including our TRMDANT Antenna to allow the system to record heading, speed, longitude, latitude, date, and time sync.</p>
31.	<p>The system shall be equipped with a minimum of two (2) USB ports to allow for exporting video clips using CDRW, HDD or USB flash memory.</p>	<p>Acknowledged and Compliant AngelTrax NVRs have one USB on the front and a second USB on the rear.</p>
32.	<p>The Recorder shall include a functional Gigabit Ethernet port for system configuration and transmission of video using software over 802.11, LAN/WAN or cellular networks.</p>	<p>Acknowledged and Compliant</p>
33.	<p>The Recorder shall feature H.264 "Main Profile" video compression for superior video quality, network performance and recording duration. "Constrained Baseline Profile" or "Baseline Profile" type H.264 is not acceptable.</p>	<p>Acknowledged and Exceed AngelTrax NVRs utilize H.264 or H.265 compression.</p>
34.	<p>The system shall be capable of on-board viewing, downloading and control via laptop using the included software.</p>	<p>Acknowledged and Exceed Depending on the model Vulcan NVR you may also use our EASYCK1 and you can download and control the NVR with your phone or tablet using our free app.</p>
35.	<p>The Recorder dimensions shall not exceed 11.2" x 3.9" x 13.9" (WxHxD).</p> <p>Q&A 2/18/19 Question #38 Page 20 #35 The Recorder dimensions shall not exceed 11.2" x 3.9" x 13.9" (WxHxD). Our system dimensions are 6.4" x 5.9" x 12.3" (WxHxD). Is this Acceptable? <i>Response</i> <i>Yes</i></p>	<p>Acknowledged and Compliant Our V6HC and V12HC have the following dimensions: 6.4" x 5.9" x 12.3" (WxHxD).</p>
36.	<p>The Recorder shall be compatible with a facility-based Recorder system and allow for software interoperability between vehicle and facility recording systems.</p>	<p>Acknowledged and Exceed AngelTrax offers not only our Vulcan NVR of Mobile Digital Recorders and Cameras but we also are introducing our new facility based NVR that runs on the very same platform</p>

	<p>Q&A 2/18/19 Question #8 Under Recorder, line item 36. In the RFP states: "The Recorder shall be compatible with a facility-based Recorder system and allow for software interoperability between vehicle and facility recording systems." Is this specification requiring an open architecture solution? Will the City of Jackson please clarify this specification in further detail? <i>Yes we are requiring an open architecture solution.</i></p> <p>Q&A 2/18/19 Question #14 (p.20) #36 – This is the one I was asking you about...are they wanting to tie in the Fix cameras at facility with their mobile cameras with one gui? And maybe we just outright ask if they want an Open Architecture solution? <i>We will not tie the fixed facility cameras with mobile cameras. However, we would like an open architecture solution if in the event this becomes a possibility in the future.</i></p>	<p>as our Mobile NVR does. You will be able to bring up and view the facility and the vehicles on the same system.</p>
<p>37.</p>	<p>Onboard system components shall be removable & replaceable as an entire component to minimize vehicle down times and simplify maintenance.</p> <p>Q&A 2/18/19 Question #17 Page 11 describes "two year maintenance" and "support contract". It is typical, for a fleet this size to offer a fleet-wide maintenance service of the fleet in 6 month or annual intervals. Is this the type of service the City is describing when referencing "two year maintenance" and "support contract"? If not, please describe the scope of work so that we can be sure to include these options in the proposal. Response <i>As stated, vendor must provide 2 year maintenance and support agreement. This includes any updates to your software and or support needed for your system should be provided at no cost during this time. Please also verify if this agreement can be renewed or extended.</i></p>	<p>Acknowledged and Exceed AngelTrax Vulcan HC series NVRs are based on our patented Hybrid Rail Technology. You can repair or upgrade our NVR without removing it from the vehicle. You may simply remove the module and replace it.</p>
<p>38.</p>	<p>Proposers shall explain how IP cameras are set-up and configured for use during initial set up and for field replacement and/or adding additional cameras if needed later.</p>	<p>Acknowledged and Exceed Our Vulcan NVRs and cameras are plug and play. Once our camera is plugged into the system the NVR will find and start the camera automatically.</p>
<p>39.</p>	<p>Video clip samples shall be provided to display video quality recorded at the maximum recording quality and rate while maintaining on-board video on a</p>	<p>Acknowledged and Compliant Please find enclosed our Sample Video thumb drive that is enclosed with our Proposal.</p>

	single hard disk drive for 31 days, utilizing the hard disk drive specified in the base bid of this proposal.	
	Software / Firmware:	
1.	License-free software that is capable of live viewing, playback, calendar and event searches, and administration shall be provided at no extra cost, and shall be compatible with Windows® 7 and higher.	Acknowledged and Compliant Our PRO8 Playback software is license free and will allow you to review video data from the server that has our PRO8CMS software on it or you can review data from a hard drive or from a thumb drive that is connected to the computer running this software. Our PRO8CMS Automatic Downloading and Management software has a yearly license and support fee.
2.	All future software updates for license-free software shall be included free of charge.	Acknowledged and Compliant
3.	The software shall provide various levels of user access rights that allow and restrict access to various functions. The software shall feature 256 user passwords and 64 user groups.	Acknowledged and Compliant Our PRO8CMS software has user name and passwords as well as users and groups that allow certain groups to only view the video and not make any edits or exports.
4.	When equipped with GPS, the system shall provide historical and live software mapping display routes of the vehicle location and speed charts.	Acknowledged and Compliant Our TRIMDANT antenna will allow the system to record heading, speed, longitude, latitude, date, and time sync. For live software mapping you will need our IBR650LP4 and our MotoTrax-CD web based software. Our MotoTrax software is a full AVL software package that allows you to Live Track, alert your riders of bus arrival time via our app, coach your driver using our Driver Behavior section, receive Health Events form your entire fleet of NVRs via text message or email, and we can add Passenger Counting as well. Requires you to provide your own Data Plan either Verizon or AT&T.
5.	When equipped with GPS, the system software shall be capable of connecting to pre- recorded video by selecting a point on the map or selecting a point on the speed chart to view from that speed or location.	Acknowledged and Compliant
6.	When equipped with 360° cameras, the system software shall include de-warping functionality to provide perspective corrected video image panels.	Acknowledged and Variable We will be proposing our patent-pending Parallax camera captures a profoundly superior video picture with an outstanding image resolution exceeding cinema 4K. Each camera provides over 200 degrees of coverage, for a field of view greater than 360 degrees with the Parallax View™ system—without any warpage or distortion. Zoom in for video clarity never before available in the industry.
7.	To retrieve recorded video, the software shall provide searches by event, time lapse, time and date, vehicle location and vehicle speed. Optional software shall allow for easy fleet- wide searches and wireless download of video based solely upon the date and a general map location.	Acknowledged and Compliant AngelTrax PRO8CMS software will allow you to simply select a location on the map and you can see every vehicle that came through that intersection on that day and the time. Our PRO8CMS software is extremely powerful but very easy to catch on and use in every day circumstances. The PRO8CMS software not only automatically will

	<p>Q&A 2/18/19 Question #16 Wireless Downloading? What do they have currently? Would we provide this from the ground up? Do they have existing server for this? Do they have AP in yard already or is that something we need to quote? <i>We currently have AP and wireless. This does not need to be quoted. We currently have Meraki MR74 as the AP. There are 3 of them surrounding the bus yard. There are no servers for the offload. We prefer your solution be cloud based. However, if you do not offer cloud based, yes, please include the server infrastructure in your quote.</i></p>	<p>download alarm clips for review but also allows you to schedule downloads and retrieve them the next time the NVR comes online.</p>
8.	<p>The software shall display the current time and date on the video.</p>	<p>Acknowledged and Compliant</p>
9.	<p>When events are detected, the unit shall display the event information and allow users to access the remote site directly to search the image associated with the event.</p>	<p>Acknowledged and Compliant This can be done over WI-FI when the vehicle returns to the yard or you can do this in real time using our IBR650LP4 Cellular modem and your provided data plan.</p>
10.	<p>The included software shall allow the user to connect to multiple units simultaneously and allow for viewing a minimum of 64 camera views at one time. Optional management software shall feature secure, instant live access to simultaneously provide live viewing to multiple parties with no reduction in video quality or additional use of wireless bandwidth.</p> <p>Q&A 2/18/19 Question #30 Page 21 Questions 11-13 infer that the property would like the "option" to automatically download video events. But Page 22 Questions #1 #5, #8 and #10 infer that the ability to "automatically" download data and having it immediately available is required. So which items are optional and which items are required? If automated downloads are "optional", will the optional investment costs be scored separately in the REP price evaluation? <i>This optional is referring to the end user/person managing the software. If they chose to schedule an automatic download at a time they chose, they have that option. The software should have an option to download automatically (by scheduling a time if they chose) or manually.</i></p>	<p>Acknowledged and Compliant AngeTrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View. AngeTrax can also help you set up the PRO8CMS Software to push data to whichever Cloud service you would like to use.</p>
11.	<p>The system shall feature optional software for automated event video upload to a central server repository.</p> <p>Q&A 2/18/19 Question #30</p>	<p>Acknowledged and Compliant AngeTrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Client will have to provide a Cellular Data Plan to activate</p>

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	<p>Page 21 Questions 11-13 infer that the property would like the "option" to automatically download video events. But Page 22 Questions #1 #5, #8 and #10 infer that the ability to "automatically" download data and having it immediately available is required. So which items are optional and which items are required? If automated downloads are "optional", will the optional investment costs be scored separately in the REP price evaluation? <i>This optional is referring to the end user/person managing the software. If they chose to schedule an automatic download at a time they chose, they have that option. The software should have an option to download automatically (by scheduling a time if they chose) or manually.</i></p>	<p>the modem and be able to use Live View. AngeITrax can also help you set up the PRO8CMS Software to push data to whichever Cloud service you would like to use.</p>
<p>12.</p>	<p>The system shall include optional software with advanced backend capabilities for automatic download of video clips and the ability to classify event video data.</p> <p>Q&A 2/18/19 Question #30 Page 21 Questions 11-13 infer that the property would like the "option" to automatically download video events. But Page 22 Questions #1 #5, #8 and #10 infer that the ability to "automatically" download data and having it immediately available is required. So which items are optional and which items are required? If automated downloads are "optional", will the optional investment costs be scored separately in the REP price evaluation? <i>This optional is referring to the end user/person managing the software. If they chose to schedule an automatic download at a time they chose, they have that option. The software should have an option to download automatically (by scheduling a time if they chose) or manually.</i></p>	<p>Acknowledged and Compliant AngeITrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View. AngeITrax can also help you set up the PRO8CMS Software to push data to whichever Cloud service you would like to use.</p>
<p>13.</p>	<p>The system shall feature optional software for large-scale remote viewing and admin functions for up to 256 simultaneous users and for viewing up to hundreds of camera views at one time.</p>	<p>Acknowledged and Compliant AngeITrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View. AngeITrax can also help you set up the PRO8CMS Software to push data to whichever Cloud service you would like to use.</p>
<p>14.</p>	<p>The software shall allow for automated software upgrades and simultaneous updates to multiple sites.</p>	<p>Acknowledged and Compliant AngeITrax PRO8CMS can push upgraded firmware over the network in the yard using our software.</p>
<p>15.</p>	<p>Image adjustments, PTZ control and alarm out</p>	<p>Acknowledged and Compliant</p>

	controls shall be administered utilizing the software.	
16.	The software shall be capable of synchronizing the time of all Recorder systems utilizing a "master Recorder" or to GPS time (if applicable). Daylight savings adjustments shall be automatic.	Acknowledged and Compliant Our Vulcan NVR systems with full wireless and GPS connectivity can sync with the GPS satellites or the server that contains our PRO8CMS software.
17.	<p>Software settings shall allow the system (when networked) to send email notification for any system event including video loss, camera obstruction, hard drive "full status", etc. Optional software shall supply health information of the video system with error logs, reports and automatic notification for video blind events, video loss events, disk errors, disk temperature events, fan errors, recorder errors, disk almost full and disk S.M.A.R.T (Self-monitoring, analysis and reporting technology) events.</p> <p>Q&A 2/18/19 Question #39 Page 22 #18. Software settings shall allow the system to send notification to the vehicle driver or external systems for any system event including video loss, camera obstruction, hard drive "full status", etc. When networked, the system shall be capable of sending notification to a central location. Optional management software shall support fleet-wide email notification of system events as well as a fleet-wide health summary featuring camera and Recorder health reports. Our system is compliant with each of these specifications with the exception of "Hard Drive Full Status". We do not alert anyone that the drive is about to overwrite. Is this acceptable? Response Yes</p>	Acknowledged and Compliant AngelTrax PRO8CMS Software and MotoTrax-CD Software will perform all of these functions except alert the hard drive full status. This is not advantageous since we recommend dual stream recording technology that allows you to go back several weeks after overwrite begins and retrieve lower resolution video data to prosecute evidence if needed.
18.	<p>Software settings shall allow the system to send notification to the vehicle driver or external systems for any system event including video loss, camera obstruction, hard drive "full status", etc. When networked, the system shall be capable of sending notification to a central location. Optional management software shall support fleet-wide email notification of system events as well as a fleet-wide health summary featuring camera and Recorder health reports.</p> <p>Q&A 2/18/19 Question #39 Page 22 #18. Software settings shall allow the system to send notification to the vehicle driver or external systems for any system event including</p>	Acknowledged and Compliant We are including our IPANEL1 which will display the status of the DVR's power, recording, alarm, device error, video and hard drive functions for easy visual confirmation by drivers and maintenance crews. We can also use our AngelTrax PRO8CMS Software and MotoTrax-CD Software will perform all of these functions except alert the hard drive full status over the wireless network. This is not advantageous since we recommend dual stream recording technology that allows you to go back several weeks after overwrite begins and retrieve lower resolution video data to prosecute evidence if needed.

	<p>video loss, camera obstruction, hard drive "full status", etc. When networked, the system shall be capable of sending notification to a central location. Optional management software shall support fleet-wide email notification of system events as well as a fleet-wide health summary featuring camera and Recorder health reports. Our system is compliant with each of these specifications with the exception of "Hard Drive Full Status". We do not alert anyone that the drive is about to overwrite. Is this acceptable?</p> <p>Response Yes</p>	
19.	Options for archiving/retrieving video shall include saving a video clip as a Windows Media Player (.avi) file, saving as an image (.bmp), or saving video as a self-executable format (.exe).	Acknowledged and Compliant
20.	Video clips saved using the self-executable format (.exe) shall be encrypted and should be viewed without the use of any software, providing the ability to easily transfer secure video evidence.	Acknowledged and Compliant
21.	Video clips shall include the option of viewing a single camera or multiple cameras on a single screen.	Acknowledged and Compliant
22.	Executable video clips shall display GPS map location vehicle and speed upon playback and metadata from other onboard systems.	Acknowledged and Compliant Capable to do this as long as TRIMDANT antenna is installed for GPS satellite sync. Playback of metadata from other systems will depend upon the ability to interface with our system.
23.	Video clips shall provide the option of saving a portion of the video clip (shorter in length and/or reducing the number of cameras) in order to make a smaller video clip from the original.	Acknowledged and Compliant
24.	The software shall feature the option to archive video clips requiring a password for reviewing.	Acknowledged and Compliant
	Management Software:	
1.	Management software shall provide fleet-wide status reports, event logs, on-demand and automated video clip retrieval for easy fleet-wide video management.	Acknowledged and Compliant AngelTrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and iBR650LP4 Cellular Modem. Our PRO8CMS software will perform status reports, event logs, on demand and automated downloads. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View. AngelTrax can also help you set up the PRO8CMS Software to push data to whichever Cloud service you would like to use.

2.	Management software shall provide access to an unlimited number of users and feature multiple user access-levels with password protection to ensure system settings are secure.	Acknowledged and Compliant
3.	Software licenses shall be provided on a per-vehicle basis, and shall include 36 months of maintenance (software updates) at no additional charge.	Acknowledged and Compliant
4.	Software shall include both a client-based and web-based user interface options.	Acknowledged and Compliant
5.	Users shall be capable of programming the software to automatically download video clips based on specific event types.	Acknowledged and Compliant These are functions of our PROBCMS Software.
6.	All data logs and video clips shall be available for viewing anytime (regardless of current connection status) once the video clips has been uploaded.	Acknowledged and Compliant
7.	Users shall be capable of requesting download of custom video clips.	Acknowledged and Compliant These are functions of our PROBCMS Software.
8.	<p>Video clips scheduled or manually requested shall automatically download when the vehicle connects to the network.</p> <p><i>Q&A 2/18/19 Question #9</i> <i>Under Management Software, line item 8. In the RFP states: "Video clips scheduled or manually requested shall automatically download when the vehicle connects to the network." For this RFP, should our solution include an on-board wireless radio (Wi-Fi / LGT), Access points for Wi-Fi downloads and a server to host the VMS application and be utilized for video storage? If the City has an existing infrastructure in place that we are to utilize, may the specifications for existing hardware be provided to ensure proper integration?</i> <i>Access points and Wi-Fi are available here at the facility for offload however; yes it should include onboard Wi-Fi for offload. The City of Jackson prefers a cloud base solution oppose to server however, if this is not available, you may produce a server base solution which must include all hardware needed. Hardware is not existing for this solution.</i></p>	Acknowledged and Compliant These are functions of our PROBCMS Software.
9.	Software shall provide "connection status" to easily determine if a vehicle has not recently connected to the network.	Acknowledged and Compliant
10.	The user shall be capable of requesting multiple video clips simultaneously from multiple sites.	Acknowledged and Compliant
11.	Software shall provide chain of custody reports with a complete history of system and user actions associated with each video clip.	Acknowledged and Compliant This is in the log file that is saved along with the video clip. Can be opened and read using PROBCMS software.

12.	Users with granted permission rights shall be capable of classifying reviewed video clips to save to temporary or long-term storage or schedule for deletion.	Acknowledged and Compliant Clips can be saved or left in the archive and can be deleted based on your schedule. We don't offer a delete automatically based on date but this can be setup by your IT Department if required.
13.	Administrative users shall be capable of programming the software with an adjustable time period for storing the event log, temporary storage, long-term storage and deletion grace period (by which video clips are stored for a period time prior to deletion).	Acknowledged and Variable Clips can be saved or left in the archive and can be deleted based on your schedule. We don't offer a delete automatically based on date but this can be setup by your IT Department if required.
14.	Video clips associated with error events may be requested for: review of the clip, review of the chain of custody report associated with the clip, preserving the clip in long-term storage and downloading/archiving the clip.	Acknowledged and Compliant
15.	Management software shall include a recording log that displays each Recorder's total recording time and the number of recording segments to assist in diagnosing potential recording issues.	Acknowledged and Compliant
16.	Management software shall be compatible with all Recorder systems proposed.	Acknowledged and Compliant
17.	Software shall provide customizable categories that will allow users to classify video clips based upon pre-determined criteria.	Acknowledged and Compliant
18.	Software shall support sorting of video clips based upon classification status.	Acknowledged and Compliant
19.	A user tasked with categorizing clips shall be able to quickly locate video clips not yet classified	Acknowledged and Compliant
20.	Users shall be capable of inserting and saving notes or comments regarding a specific video clip to document essential data regarding a clip.	Acknowledged and Compliant This is a feature of our Evidence Package in PRO8CMS software. You can collect photos, video clips, and notes to compile into one package using our Evidence Package. This file can then be saved to a thumb drive for use in prosecution.
21.	Management software shall allow users to view the last location of each vehicle in the fleet with a graphical map interface.	Acknowledged and Compliant
22.	Search capabilities shall support the download of video clips by location in a specified time period - software shall upload video clips for all vehicles within the location and time parameters selected.	Acknowledged and Compliant
23.	Management software shall provide secure video streaming capabilities.	Acknowledged and Compliant
24.	Video streaming capabilities shall support on-demand live connectivity to multiple users without degradation of video quality. Q&A 2/18/19 Question #10	Acknowledged and Compliant AngelTrax is including pricing on our PRO8CMS Software, TRIMDANT Antenna, Wireless Configuration, Rack Server, MotoTrax CD, and IBR650LP4 Cellular Modem. Our PRO8CMS software will perform status reports, event logs,

	<p>Under Management Software, line item 24. In the RFP states: "Video streaming capabilities shall support on-demand live connectivity to multiple users without degradation of video quality." Does the City of Jackson have a preferred cellular provider, or are we responsible for including data rates and plans in our pricing? <i>The City of Jackson will be responsible for the data plan needed for on-demand live connectivity.</i></p>	<p>on demand and automated downloads. Client will have to provide a Cellular Data Plan to activate the modem and be able to use Live View.</p>
	<p>HD Cameras:</p>	
<p>1.</p>	<p>All cameras shall utilize 48 volt PoE (Power over Ethernet), supplied from the Recorder.</p> <p><i>Q&A 2/18/19 Question #31</i> Page 23 section on HD Cameras states in #1 that ALL Cameras utilize 48 volt PoE supplied from the recorder, would an "approved equal" be allowed or can 1080p recordings from cameras NOT IP be allowed? <i>Response</i> <i>Yes</i></p> <p><i>Q&A 2/18/19 Question #40</i> Page 23 #1. All cameras shall utilize 48 volt PoE (Power over Ethernet), supplied from the Recorder. Our system provides 12 VDC POE from our Recorder. Is this acceptable? <i>Response</i> <i>Yes</i></p>	<p>Acknowledged and Variable AngelTrax IP, IPWS, IPC, and IPX cameras all operate off of 12VDC that is supplied from the NVR. All Cameras are IP based 1080P or 720P cameras.</p>
<p>2.</p>	<p>Interior cameras shall be high definition, low light, IR Illuminating with a lux rating of 0.</p>	<p>Acknowledged and Compliant</p>
<p>3.</p>	<p>Interior cameras shall be color with a built-in high sensitivity microphone.</p>	<p>Acknowledged and Compliant All of AngelTrax Interior cameras have a built-in Omni-directional microphone that is designed to reduce road noise and enhance the human voice.</p>
<p>4.</p>	<p>Interior 360° cameras shall include 180° Horizontal and 180° Vertical Field of View.</p> <p><i>Q&A 2/18/19 Question #11</i> Under HD Cameras, line items 1 – 8 in the RFP mention both interior and exterior cameras. Will the City of Jackson please clarify the exact number of interior cameras and exterior cameras per each vehicle type? <i>Vendor will provide their own expertise on camera placement to gain adequate coverage of the vehicle.</i></p>	<p>Acknowledged and Exceed AngelTrax will be proposing our patent-pending Parallax camera system which captures a profoundly superior video picture with an outstanding image resolution exceeding cinema 4K. Each camera provides over 200 degrees of coverage, for a field of view greater than 360 degrees with the Parallax View™ system—without any warpage or distortion. Zoom in for video clarity never before available in the industry. This camera configuration will be used on the fixed route buses. The Para-Transit and Vans will use other cameras.</p>

	<p>Q&A 2/18/19 Question #41 Page 23 #4. Interior 360° cameras shall include 180° Horizontal and 180° Vertical Field of View. We will be proposing our patent-pending Parallax camera captures a profoundly superior video picture with an outstanding image resolution exceeding cinema 4K. Each camera provides over 200 degrees of coverage, for a field of view greater than 360 degrees with the Parallax View™ system—without any warpage or distortion. Zoom in for video clarity never before available in the industry. Is this acceptable? <i>Response</i> <i>Yes</i></p>	
<p>5.</p>	<p>Interior 360° cameras shall provide ePTZ, De-Warping and Panoramic Modes. Q&A 2/18/19 Question #42 Page 23 #5. Interior 360° cameras shall provide ePTZ, De-Warping and Panoramic Modes. We will be proposing our patent-pending Parallax camera captures a profoundly superior video picture with an outstanding image resolution exceeding cinema 4K. Each camera provides over 200 degrees of coverage, for a field of view greater than 360 degrees with the Parallax View™ system—without any warpage or distortion. Zoom in for video clarity never before available in the industry. This is not required with our system, is this acceptable? <i>Response</i> <i>Yes</i></p>	<p>Acknowledged and Exceed AngelTrax will be proposing our patent-pending Parallax camera system which captures a profoundly superior video picture with an outstanding image resolution exceeding cinema 4K. Each camera provides over 200 degrees of coverage, for a field of view greater than 360 degrees with the Parallax View™ system—without any warpage or distortion. Zoom in for video clarity never before available in the industry. This camera configuration will be used on the fixed route buses. The Para-Transit and Vans will use other cameras.</p>
<p>6.</p>	<p>Camera resolution setting options shall be F-HD (1920x1080), HD (1280x720), W-DI (864x480), QHD (640x360) or W-CIF (432x240). Q&A 2/18/19 Question #43 Page 23 #6. Camera resolution setting options shall be F-HD (1920x1080), HD (1280x720), W-DI (864x480), QHD (640x360) or W-CIF (432x240). Our system records in QHD (640x360), W-CIF (432x240), 720P, 1080P, and 4K (4192X1360). Is this acceptable? <i>Response</i> <i>Yes</i></p>	<p>Acknowledged and Exceed AngelTrax NVR systems record in QHD (640x360), W-CIF (432x240), 720P, 1080P, and 4K (4192X1360).</p>
<p>7.</p>	<p>Exterior cameras shall be impact and tamper-resistant and rated a minimum of IP66 for proven durability in exterior mobile applications.</p>	<p>Acknowledged and Exceed AngelTrax IPX4000 cameras are IP Rated for IP67.</p>
<p>8.</p>	<p>Exterior cameras shall feature a UV coated dome for additional exterior protection.</p>	<p>Acknowledged and Compliant</p>

	Warranty, Service & Support:	
1.	All hardware shall include a warranty of two (2) years parts and labor.	Acknowledged and Exceed AngelTrax Vulcan NVR systems have a 5 year warranty on the NVR, 3 years on the Cameras, and 3 years on the SATA Hard Drives.
2.	Unlimited telephone and email technical support shall be provided at no additional charge for the life of the system.	Acknowledged and Compliant AngelTrax has never charged for Technical Support whether in or out of Warranty ever.
3.	Additional extended warranty and service contracts shall be available.	Acknowledged and Compliant AngelTrax will be including our System Extended Warranty at no charge as added value. This allows the entire system to be covered for 5 years from date of acceptance. Service Contracts can be quoted upon request.
	Spare Parts:	
	The Proposer shall include the cost of spare parts as part of the Proposal. The proposer will recommend the type and inventory levels of spare parts required to maintain the system. These parts shall be delivered to the City at the time of installation.	Acknowledged and Compliant Spare components may be purchased, at a highly discounted price, for your future use and to further reduce the downtime that may be associated with a replacement component issue. Spare Parts as listed: (2) PARLX4K (2) IPWS4000 (2) IPX4000 (2) IPI2500 (2) IPC1700HC (2) HCHDDTRAY (4) HDD2TB (1) MISC1 - V8HCMAINBOARD (1) MISC1 - V12HCMAINBOARD
	Parts Availability:	
1.	Contractor Designed Parts: The Contractor agrees to make available such parts, components, devices and/or assemblies used in the equipment and which is designed, made or otherwise controlled by the Contractor for a period of not less than ten years from the date of equipment acceptance.	Acknowledged and Compliant
2.	Commercial Parts: For those parts which are purchased by the Contractor from commercial sources and over which the Contractor has no control, the Contractor agrees to monitor the availability of such parts. If a part is to be discontinued and no longer available from the original source, the Contractor shall notify the City not less than six (6) months for the date of discontinuance to enable the City to purchase whatever parts are anticipated to be required for the remaining useful life of the equipment.	Acknowledged and Compliant
	PRICES, TERMS AND PAYMENT	

Spec Matrix Approved
 Date 3/1/14

	Pricing is the one component of the evaluation process. In order to evaluate the pricing for each Proposal received, Office of Transportation requests that the firms interested in responding submit a Proposal. All pricing discounts or offers that will assist the Office of Transportation in obtaining the best possible pricing for the products and services must be provided.	Acknowledged and Compliant Please see our Quote ATXQ32221 on pages 151-160 of our Proposal.
	Price information: In this section, provides us with your Proposed Cost. Proposers are encouraged to offer more options in addition to what is listed in the Scope.	Acknowledged and Compliant Please see our Quote ATXQ32221 on pages 151-160 of our Proposal.
	Indicate any exceptions to the scope of services, general terms and conditions or other requirements listed in the Proposed Contract.	Acknowledged and Compliant
	Overall quality of response and compliance to business requirements/needs and acceptance.	Acknowledged and Compliant
1.	Proposer's signature is not required on the Proposed Contract included in the RFP; however, any exceptions or proposed changes to the terms and conditions must be proposed on a separate attachment. The Office of Transportation reserves the right to make changes and/or additions to the Proposed Contract.	Acknowledged and Compliant
2.	If the Office of Transportation and Contractor are unable to negotiate final contract terms and conditions after Contract Award, the Office of Transportation reserves the right to enter into Contract negotiations with other Proposer(s).	Acknowledged and Compliant
	TAX EXEMPTION	
	The City of Jackson is exempt from payment of all Federal, State, and local taxes in connection with this Project. The taxes shall not be included in the Proposal or Proposal prices. City of Jackson will provide necessary tax exemption certificates. This provision does not relieve the Proposer from the responsibility of paying all applicable taxes for goods, services, and labor acquired in the performance of this Project.	Acknowledged and Compliant

EXHIBIT C QUOTE

QUOTE #:

ATXQ32221



ISSUE DATE: 02/25/2019
EXPIRY DATE: 05/22/2019

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
City of Jackson Office of the City Clerk JATRAM 219 South President St. Jackson, MS 39205 United States of America	City of Jackson Office of the City Clerk JATRAM 219 South President St. Jackson, MS 39205 United States of America

PREPARED BY:
Jessica Koehler

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 119 South Woodburn Drive
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 jessica.koehler@angeltrax.com



Jessica Koehler

Have you heard about our **NEW Vulcan Series™** in-vehicle surveillance systems?

True 1080P High-Definition
Extreme Reliability

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QUOTED PRODUCTS







MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>FIXED ROUTE BUSES</p> <p>V12HCNVR-1204 Vulcan Hybrid Component Series 12 Channel IP Mobile Network Video Recorder • 12 Channels IP 720P, 1080P, up to 4MP • Patented Hybrid Component Modular Design • (2) 1TB SATA Hard Drives with SD Card Slot for Redundant Recording • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression • Includes configuration of built-in Wi-Fi module per user specifications</p> <p>SD64GB 64GB SD Solid-State Memory Card</p> <p>HDD2TB 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p>	<p>25</p> <p>25</p> <p>25</p>	<p>\$1,457.39</p> <p>\$0.00</p> <p>\$129.90</p>	<p>\$36,434.75</p> <p>\$0.00</p> <p>\$3,247.50</p>



QUOTED PRODUCTS				
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
 <p>VULPBH Vulcan HD Panic Button Housing PC color</p>	25	\$0.00	\$0.00	
 <p>IPJ2500 Vulcan HC Series Anyvi 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	25	\$175.95	\$4,398.75	
 <p>IPX4000 Vulcan HC Series Anyvi 4000 IP Camera • 4.0mm Lens • Adjustable Lens Housing for Mounting on Either Side of Vehicle • IP67 Rated Waterproof Exterior Camera • 1080P Resolution • 2 Megapixels • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Super Infrared</p>	50	\$214.45	\$10,722.50	
 <p>IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover</p>	25	\$175.95	\$4,398.75	
 <p>PARLX4K Vulcan HC Series Parallel 4K IP Camera • 2.8mm, 4 MP Lens • 210-Degree Horizontal Field of View • Interior Camera • Rated IP65 and IK08 • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant, Steel Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	100	\$318.95	\$31,895.00	
 <p>CAT615CBL CAT6 Shielded Camera Cable, 15 ft • Compatible only with Vulcan Series HCNVRs</p>	25	\$0.00	\$0.00	
 <p>CAT625CBL CAT6 Shielded Camera Cable, 25 ft • Compatible only with Vulcan Series HCNVRs</p>	100	\$0.00	\$0.00	
 <p>CAT650CBL CAT6 Shielded Camera Cable, 50 ft • Compatible only with Vulcan Series HCNVRs</p>	75	\$0.00	\$0.00	





QUOTED PRODUCTS				
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
 <p>TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted</p>	25	\$131.95	\$3,298.75	
 <p>IBR650LP4 3G/4G Verizon/VAT&T Cellular Modem • Built-in air card • Provides connectivity through cellular towers and mobile networks • External module attached via RJ45 cable to the RJ45 port • Includes POWL031 power cable</p>	25	\$319.90	\$7,997.50	
<p>PARA-TRANSIT BUSES</p>				
 <p>VBHCNVR-804 Vulcan Hybrid Component Series 8 Channel IP Mobile Network Video Recorder • 8 Channels IP 720P, 1080P, up to 4MP • Patented Hybrid Component Modular Design • (2) 1TB SATA Hard Drives with SD Card Slot for Redundant Recording • Built-In Wi-Fi Module • Built-In G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression • Includes configuration of built-in Wi-Fi module per user specifications</p>	22	\$1,347.39	\$29,642.58	
 <p>SD64GB 64GB SD Solid-State Memory Card</p>	22	\$0.00	\$0.00	
<p>HDD2TB 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p>	22	\$129.90	\$2,857.80	
 <p>VULPBH Vulcan HD Panic Button Housing PC color</p>	22	\$0.00	\$0.00	
 <p>IPC1700HC Vulcan HC Series Anvll 1700 IP Camera • 1.7mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 2.12 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	22	\$192.45	\$4,233.90	


QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>IPI2500 Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	44	\$175.95	\$7,741.80
 <p>IPX4000 Vulcan HC Series Anvil 4000 IP Camera • 4.0mm Lens • Adjustable Lens Housing for Mounting on Either Side of Vehicle • IP67 Rated Waterproof Exterior Camera • 1080P Resolution • 2 Megapixels • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Super Infrared</p>	44	\$214.45	\$9,435.80
 <p>IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover</p>	22	\$175.95	\$3,870.90
 <p>CAT615CBL CAT6 Shielded Camera Cable, 15 ft • Compatible only with Vulcan Series HCNVRs</p>	22	\$0.00	\$0.00
 <p>CAT625CBL CAT6 Shielded Camera Cable, 25 ft • Compatible only with Vulcan Series HCNVRs</p>	110	\$0.00	\$0.00
 <p>TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted</p>	22	\$131.95	\$2,902.90
 <p>IBR650LP4 3G/4G Verizon/AT&T Cellular Modem -Built-in air card -Provides connectivity through cellular towers and mobile networks -External module attached via RJ45 cable to the RJ45 port -Includes POWLO31 power cable</p>	22	\$319.90	\$7,037.80
<p>VANS</p>			

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>V8HCNVR-804 Vulcan Hybrid Component Series 8 Channel IP Mobile Network Video Recorder • 8 Channels IP 720P, 1080P, up to 4MP • Patented Hybrid Component Modular Design • (2) 1TB SATA Hard Drives with SD Card Slot for Redundant Recording • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression • Includes configuration of built-in Wi-Fi module per user specifications</p>	4	\$1,347.39	\$5,389.56
 <p>SD64GB 64GB SD Solid-State Memory Card</p>	4	\$0.00	\$0.00
<p>HDD2TB 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p>	4	\$129.90	\$519.60
 <p>VULPBH Vulcan HD Panic Button Housing PC color</p>	4	\$0.00	\$0.00
 <p>IPC1700HC Vulcan HC Series Anvil 1700 IP Camera • 1.7mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 2.12 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	4	\$192.45	\$769.80
 <p>IPI2500 Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	8	\$175.95	\$1,407.60
 <p>IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover</p>	4	\$175.95	\$703.80
 <p>CAT625CBL CAT6 Shielded Camera Cable, 25 ft • Compatible only with Vulcan Series HCNVRs</p>	16	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted</p>	4	\$131.95	\$527.80
 <p>IBR650LP4 3G/4G Verizon/AT&T Cellular Modem • Built-in air card • Provides connectivity through cellular towers and mobile networks • External module attached via RJ45 cable to the RJ45 port • Includes PDWLO31 power cable</p>	4	\$319.90	\$1,279.60
 <p>VULSECKEY PC Color Security Key USB 3.0 for Vulcan Series V5, V5X3, & V6X3 MDVRs</p>	2	\$0.00	\$0.00
 <p>CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan DVR systems</p>	1	\$188.93	\$188.93
 <p>EASYCK1 Firmware Upgrade Tool For Vulcan Series</p>	1	\$41.93	\$41.93
SPARE PARTS			
 <p>PARLX4K Vulcan HC Series Parallax 4K IP Camera • 2.8mm, 4MP Lens • 210-Degree Horizontal Field of View • Interior Camera • Rated IP65 and IK08 • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant, Steel Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	2	\$0.00	\$0.00
 <p>IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover</p>	2	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>IPX4000 Vulcan HC Series Anvil 4000 IP Camera • 4.0mm Lens • Adjustable Lens Housing for Mounting on Either Side of Vehicle • IP67 Rated Waterproof Exterior Camera • 1080P Resolution • 2 Megapixels • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Super Infrared</p>	2	\$0.00	\$0.00
 <p>IPI2500 Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	2	\$0.00	\$0.00
 <p>IPC1700HC Vulcan HC Series Anvil 1700 IP Camera • 1.7mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 2.12 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared</p>	2	\$0.00	\$0.00
 <p>HCHDDTRAY Hard Drive Tray for Vulcan Hybrid Component Series HDD TRAY REQUIRED FOR ALL VULCAN HC SERIES SPARE HARD DRIVES REQUIRES PURCHASE OF HARD DRIVE</p>	2	\$0.00	\$0.00
<p>HDD2TB 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY</p>	4	\$0.00	\$0.00
<p>V8HCMB V8HCMANBOARD</p>	1	\$0.00	\$0.00
<p>V12HCMB V12HCMANBOARD</p>	1	\$0.00	\$0.00
<p>PRO8CMSLCFEE-3 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (51-100 Vehicles)</p>	1	\$2,000.00	\$2,000.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
DELL Rack Server	1	\$5,200.00	\$5,200.00
 MotoTrax-SETUP MotoTrax Online Surveillance Management Software <ul style="list-style-type: none"> • Track Your Entire Fleet • Instant Event Notifications • View Live Camera Feeds • Simple, Logical User Interface • Create Custom Reports • Import/Export Data • (\$25.00 Initial Setup Fee per Vehicle) 	51	\$25.00	\$1,275.00
MotoTrax-CD MotoTrax Online Surveillance Management Software <ul style="list-style-type: none"> • Data Plan Provided by Customer • \$300.00 Annually per Vehicle 	51	\$300.00	\$15,300.00
CONTLABOR-Wireless Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional.	51	\$50.00	\$2,550.00
CONTLABOR FIXED ROUTE - Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	25	\$575.00	\$14,375.00
CONTLABOR PARA-TRANSIT - Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	22	\$485.00	\$10,670.00
CONTLABOR VAN - Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	4	\$325.00	\$1,300.00
EXTWARRANTY 5 Year System Warranty	51	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BIDPRICING RFP #2019-01	1	\$0.00	\$0.00
SHIPPING/HANDLING Shipping and Handling Charges * Optional Items are not included in the calculation.*	1	\$0.00	\$0.00
TOTAL			\$233,615.60

QUOTED PRODUCTS - OPTIONAL ITEMS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTLABOR Un-Installation of AngelTrax Camera System, per system. *If quote is for multiple cameras/systems, un-install price is based upon the un-installation of the total quantity quoted at the same time and location. (Optional)	51	\$25.00	\$1,275.00

Signed and endorsed by: _____

Printed Name _____

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

"Title/Ownership" of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

OFFICIAL
CORNIE

ORDER RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SAID VENDOR

WHEREAS, the Transit Services Division of the Department of Planning and Development had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City's transit system; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services were done without prior approval by the governing authorities; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's transit system; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's transit system, the Transit Services Division is requesting that the purchases and procurement of services from one (1) vendor be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	6/25/2021	RJ Young	The City's contract expired on 2/27/2021; but transit has been utilizing the company to provide copier service until a signed contract is processed. A new contract has been awarded and executed. This is the final invoice due to this vendor for services provided.	\$47.30
				\$47.30

IT IS, THEREFORE, ORDERED that the purchase and procurement of services from one (1) vendor be authorized and payment made to RJ Young at a cost not to exceed \$47.30.

Agenda Item # 35
Agenda Date December 7, 2021
(Hillman, Lumumba)

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: November 23, 2021

RE: Agenda Item for December 7, 2021 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from certain vendors and authorizing payments to said vendors. Due to exigent circumstances, the purchase and procurement of these necessary parts, equipment, and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/7/2021

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING PURCHASES AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SAID VENDOR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$47.30
9.	Source of Funding General Fund X Grant X Bond Other	187.565.50.6514: \$47.30 Grant: MS.2020.001.00: \$37.84 General Fund: \$9.46
10.	EBO participation	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>

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 RATIFYING PURCHASE AND PROCUREMENT OF SERVICES FROM ONE (1) VENDOR AND AUTHORIZING PAYMENT TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*
Chandra C. Gayten, *Deputy City Attorney*




DATE:

12/1/21

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, SRF# DWI-L250008-02 (CITYWIDE)

WHEREAS, the City of Jackson entered into a construction contract with Hemphill Construction Company, Inc. on August 4, 2020 for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project in an amount not to exceed \$1,997,636.00; and

WHEREAS, the City of Jackson issued a notice to proceed for Hemphill Construction Company, Inc. to start work on November 2, 2020; and

WHEREAS, the City of Jackson City Council approved Change Order No. 1 on March 16, 2021 increasing the contract amount from \$1,997,636.00 to \$2,115,911.19; and

WHEREAS, the new construction amount decreased from \$2,115,911.19 to \$2,013,116.74 due to quantity adjustments to complete the project; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$327.92 to Hemphill Construction Company, Inc.; and

WHEREAS, the bonding company Federal Insurance Company, Attorney-in-fact, surety of performance of the said contract, has authorized release of payment of money due under said contract; and


IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the Construction Contract with Hemphill Construction Company, Inc. for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, SRF# DWI-L250008-02 decreasing the contract cost from \$2,115,911.19 to \$2,013,116.74.

IT IS, FURTHER, ORDERED that the City make final payment in the amount of \$327.92 and release all securities held to Hemphill Construction Company, Inc. for all work completed and materials furnished under this contract, and that the City Clerk publish Notice of Completion of the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, SRF# DWI-L250008-02.

Agenda Item # *36*
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021

	P O I N T S	C O M M E N T S																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC., FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, SRF# DWI-L250008-02 (CITYWIDE)																																													
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 	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits																																													
4.	Benefits	Water Infrastructure																																													
5.	Schedule (beginning date)	When change order is executed.																																													
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project was implemented by the Department of Public Works.																																													
8.	COST	Total Cost: \$2,013,116.74 Final Payment: \$327.92																																													
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 checked="" type="checkbox"/> 	Department of Health SRF Water Drinking Loan Account No. 32-52190-9B0103-904-6824 <div style="text-align: right; margin-top: 10px;">  <i>11/10/21</i> </div>																																													
10.	EBO participation	<table style="width: 100%; border: none;"> <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	___																																							

Office of the City Attorney

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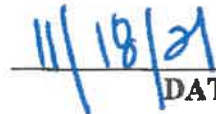
OFFICE OF THE CITY ATTORNEY
L250008-02

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE FINAL/CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF JACKSON AND HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL INFLUENT PUMP STATION PEDESTRIAN BRIDGE REPLACEMENT PROJECT, SRF# DWI-L250008-02 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.




CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 



DATE

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: November 9, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute Final/Change Order No. 1 to the construction contract with Hemphill Construction Company, Inc, for the JH Fewell Influent Pump Station Pedestrian Bridge Project. The contractor has completed the bridge structure and request final payment in the amount of \$327.92.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Change Order

No. 1

Date of Issuance: February 9, 2021 Effective Date: _____

Project: JH Fewell Water Treatment Plant Influent Pump Station Pedestrian Bridge Replacement Project	Owner: City of Jackson	Owner's Contract No.: DWI- L250008-02
Contract: #2		Date of Contract: August 17, 2020
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 19-04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Replace Bent 1 with an 8' X 8' Spread Footing at Station 0+00 and Install Bent 10 at Station 7+52
2. Additional Crushed Stone 3. Utility Pole Repair and 4. Raw Water Pump #5 Switchgear Repair

Attachments (list documents supporting change):

See the attached email correspondence for additional information.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,997,636.00

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ NA

Contract Price prior to this Change Order:

\$ 1,997,636.00

[Increase] [Decrease] of this Change Order:

\$ 118,275.19

Contract Price incorporating this Change Order:

\$ 2,115,911.19

Original Contract

Times:

Working days Calendar days

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

[Increase] [Decrease] from previously approved Change
Orders No. _____ to No. _____:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): May 1, 2021

Contract Times with all approved Change Orders:

Substantial completion (days or date): 180 days

Ready for final payment (days or date): May 1, 2021

RECOMMENDED

By: [Signature]
Engineer (Authorized Signature)

Date: 2-9-21

Approved by Funding Agency (if applicable):

ACCEPTED

By: [Signature]
Owner (Authorized Signature)

Date: 3/25/2021

ACCEPTED

By: [Signature]
Contractor (Authorized Signature)

Date: 2/11/21

Date: _____

ENCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

06206-1

JH Fewell Bridge Change Order #1

2/9/21

Item 1	Replace Bent 1 with Spread Footing and addition Bent 10*	\$9,000
Item 2	Additional Crushed Stone*	\$6,500
Item 3	Utility Pole Repair**	\$48,025.19
Item 4	Switchgear #5 Repair**	<u>\$129,750</u>
		\$193,275.19
Project Allowance Applied		-\$75,000
Total Net Change Order #1		\$118,275.19

***Items 1 and 2 are for quantity overruns that will be paid within the existing allowance and funds in the contract.**

****Items 3 and 4 are additional pay items to the contract.**

**ORDER ACCEPTING THE BID OF HEMPHILL
CONSTRUCTION COMPANY, INC. FOR THE JH FEWELL
INFLUENT PUMP STATION PEDESTRIAN BRIDGE
REPLACEMENT PROJECT, CITY PROJECT NUMBER
19B0103.904, DWI-L250008-02.**

OFFICE OF THE CITY CLERK
JUL 10 2020
19B0103.904

WHEREAS, on July 7, 2020, the City of Jackson received one sealed bid for the JH Fewell Influent Pump Station Pedestrian Bridge Replacement Project, City Project No.19B01032.904, DWI-L250008-02; and

WHEREAS, the bid received from Hemphill Construction Company, Inc. in the amount of \$1,997,636.00, 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 Hemphill Construction Company, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc, in the amount of \$1,997,636.00, 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: **WILLIAMS, CARTER, LUMUMBA**

ORDER AUTHORIZING A PROFESSIONAL DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH EJES, INCORPORATED TO ASSIST WITH REHABILITATION OF THE SANITARY SEWER COLLECTION SYSTEM (CITYWIDE)

WHEREAS, the City of Jackson Department of Public Work's needs professional design engineering and construction administration services to assist with rehabilitation of the sanitary sewer collection system; and

WHEREAS, the City of Jackson Public Works issued a RFP for professional design engineering and construction administration services to assist the City with rehabilitating the sanitary sewer collection system; and

WHEREAS, EJES, Incorporated submitted a proposal and received the highest score from the evaluation committee to provide professional engineering and construction administration services for rehabilitation of the sanitary sewer collection system; and

WHEREAS, the Department of Public Works negotiated a fee proposal with EJES, Incorporated for the requested scope of services in an amount not to exceed \$3,188,030.00; and

WHEREAS, EJES, Incorporated will provide the engineering services for the design and construction phase of wastewater collection system rehabilitation, which include design of open cut point repairs, CIPP pipe lining, manhole rehabilitation, pipe bursting, incidental road repairs from construction in the sewer basin areas as appropriate for construction which is based on the Facilities Plan for the City of Jackson of Areas 3-6, 3-10, 4-1, and 4-4; and

WHEREAS, EJES, Incorporated will provide design services for sanitary sewer rehabilitation in Areas 3-6, 3-10, 4-1, 4-4 consisting of 314,572 linear feet of sewer line and 1386 manholes; and

WHEREAS, EJES, Incorporated, during the design phase of the project will prepare four submittals for each of the four construction contracts of the project, preliminary (30% and 60%) and Final (90% and 100%); and

WHEREAS, EJES, Incorporated, during the construction phase, will provide bid services, including attendance at a pre-bid meeting, responses to requests for information from potential bidders on the construction projects, and preparation of the bid tabulation and award recommendations, and will provide the preparation of the record drawings; and

WHEREAS, EJES, Incorporated, also during the construction phase, will provide construction engineering, administration, and inspection services for each of the four

Agenda Item # 37
Agenda Date December 7, 2021
(Williams, King, Lumumba)

construction contracts awarded, including a full-time construction project inspector for each of the four projects for 332 days, attendance at four preconstruction meetings, scheduling and attendance at 16 bi-weekly project meetings, review of 20 shop drawings and submittals, review of as-built video of CIPP work, resolution of up to 12 variances between field conditions and plans, provide recommendations on up to 8 change order requests, preparation and recommendation of monthly pay estimates for each project, coordination of project acceptance and closeout with regulators, and field surveying; and

WHEREAS, EJES, Incorporated will provide professional surveying services on an as-needed basis through a subcontractor at a 10% mark up in an amount included in the contract price of up to \$147,000; and

WHEREAS, the following services are specifically excluded from the scope of service:

Roadway design (roadway patching of cuts is included);

Environmental services;

Property acquisition services or property easement exhibits;

Obtaining rights of entry;

Complex utility relocations;

Drainage design or modification;

Coordination with other municipalities or entities;

CCTV services;

Subsurface utility engineering; and

Any service not specifically mentioned in the proposed scope of work provided by EJES, Incorporated; and

WHEREAS, the Department of Public Works recommends the City of Jackson enter into a professional engineering and construction administration services agreement with EJES, Incorporated in an amount not to exceed \$3,188,030.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with EJES, Incorporated for professional engineering and construction administration services to assist in the rehabilitation of the sanitary sewer collection system in an amount not to exceed \$3,188,030.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 7, 2021

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER AUTHORIZING A PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH EJES, INCORPORATED (CITYWIDE)			
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	City of Jackson residents citywide.			
4.	Benefits	Professional Engineering & Construction Administration Services			
5.	Schedule (beginning date)	When contracts are executed.			
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"/>	This project was implemented by the Department of Public Works.			
8.	COST	\$3,188,030.00			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Fund 32 MDEQ SRF Loan			
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 _____

(Handwritten initials and date)
CS 11/9/21

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba, Mayor

From: Marlin King, Director
Public Works Department



Date: November 8, 2021

Attached you will find an agenda item to approve a professional engineering and construction services agreement with EJES, Incorporated for wastewater collection system design rehabilitation services.

Background:

Attached you will find an item for the City Council Agenda requesting authority enter into a professional engineering and construction service agreement with EJES, Incorporated. The contract will assist the Department of Public Works with rehabilitating the sanitary sewer collection system.

It is the recommendation of this office that the contract with EJES, Incorporated is 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

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
11/10/21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING A PROFESSIONAL DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT WITH EJES, INCORPORATED TO ASSIST WITH REHABILITATION OF THE SANITARY SEWER COLLECTION SYSTEM (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



CATORIA F. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel 

11/10/21

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT BETWEEN THE CITY OF JACKSON AND ENTERGY MISSISSIPPI, LLC FOR PRIMARY PURPOSE OF PROVIDING ELECTRICAL SERVICE TO FIRE STATION #20 (WARD 3)

OFFICE OF THE CITY ATTORNEY
12/7/21
[Signature]

WHEREAS, the City of Jackson is constructing a new Fire Station #20 at 4445 Medgar Evers Boulevard to replace the existing fire station next door; and

WHEREAS, Entergy Mississippi, LLC (“Entergy”) requires an easement to install electrical service to the rear of the fire station; and

WHEREAS, the City of Jackson and Entergy mutually agree that an easement agreement is necessary to facilitate the necessary infrastructure improvements; and

WHEREAS, the proposed easement will be forty feet (40’) for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material, and appurtenances, non or hereafter used, useful or desires in connection therewith by Grantee over across, or under or on the City’s property; and

WHEREAS, the easement will also grant to Entergy the right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time tree limbs, and/or vegetation outside the right of way which Entergy considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to the City or any of Entergy’s customers, by use of a variety of methods used in the vegetation management industry.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a right-of-way instrument with the Entergy Mississippi, LLC for electrical service to Fire Station #20.

Agenda Item # 38
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing an easement between the City of Jackson and Entergy for Fire Station 20
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	4,6, 7
3.	Who will be affected	Areas served by Fire Station #20
4.	Benefits	Electrical service to the new fire station
5.	Schedule (beginning date)	After City Council approval.
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	New Fire Station #20, 4445 Medgar Evers Blvd (Ward 3)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	No cost to the City.
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" 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 _____

(Handwritten signature and date)



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

A handwritten signature in blue ink, appearing to read "Marlin King".

Date: November 9, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute an easement agreement between the City and Entergy for electrical service to new Fire Station #20. Entergy requires an easement to run electrical lines from Medgar Evers Blvd to the rear of the new station. This order authorizes the Mayor to execute an easement agreement with Entergy to provide electrical service.

The Department recommends approval of this item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

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
11/17/21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY INSTRUMENT BETWEEN THE CITY OF JACKSON AND ENTERGY MISSISSIPPI, LLC FOR PRIMARY PURPOSE OF PROVIDING ELECTRICAL SERVICE TO FIRE STATION #20 (WARD 3)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

DO NOT WRITE ABOVE THIS LINE

GRANTEE, PREPARED BY AND RETURN TO:

Entergy Mississippi, LLC
Right of Way Dept.
905 Hwy. 80 East
Clinton, MS 39056

Name: Matthew Ingram

Phone: (601) 925-6511

STATE OF MISSISSIPPI
COUNTY OF HINDS

GRANTOR:

Name: _____

Address: _____

Phone: _____

Indexing Instructions: S/E 1/4 OF S/W 1/4 Sec 11,T5N,R1W
Line/Project Identification: Proj. No. C6MD302785
WR No. 15494894

RIGHT-OF-WAY INSTRUMENT
ENTERGY MISSISSIPPI, LLC

KNOW ALL MEN BY THESE PRESENTS THAT:

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, LLC and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 40 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of HINDS, State of Mississippi, described as follows, to-wit:

A parcel of land lying and being situated in the N/W quarter of the S/W quarter of Section 20, Township 6N, Range 1E, HINDS County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof;

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of said right-of-way.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Proj. No. C6PP349020

WR No. 15494894

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ___ day of _____, 20__.

GRANTOR:

(signature)

(print name)

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named

_____, who acknowledged that

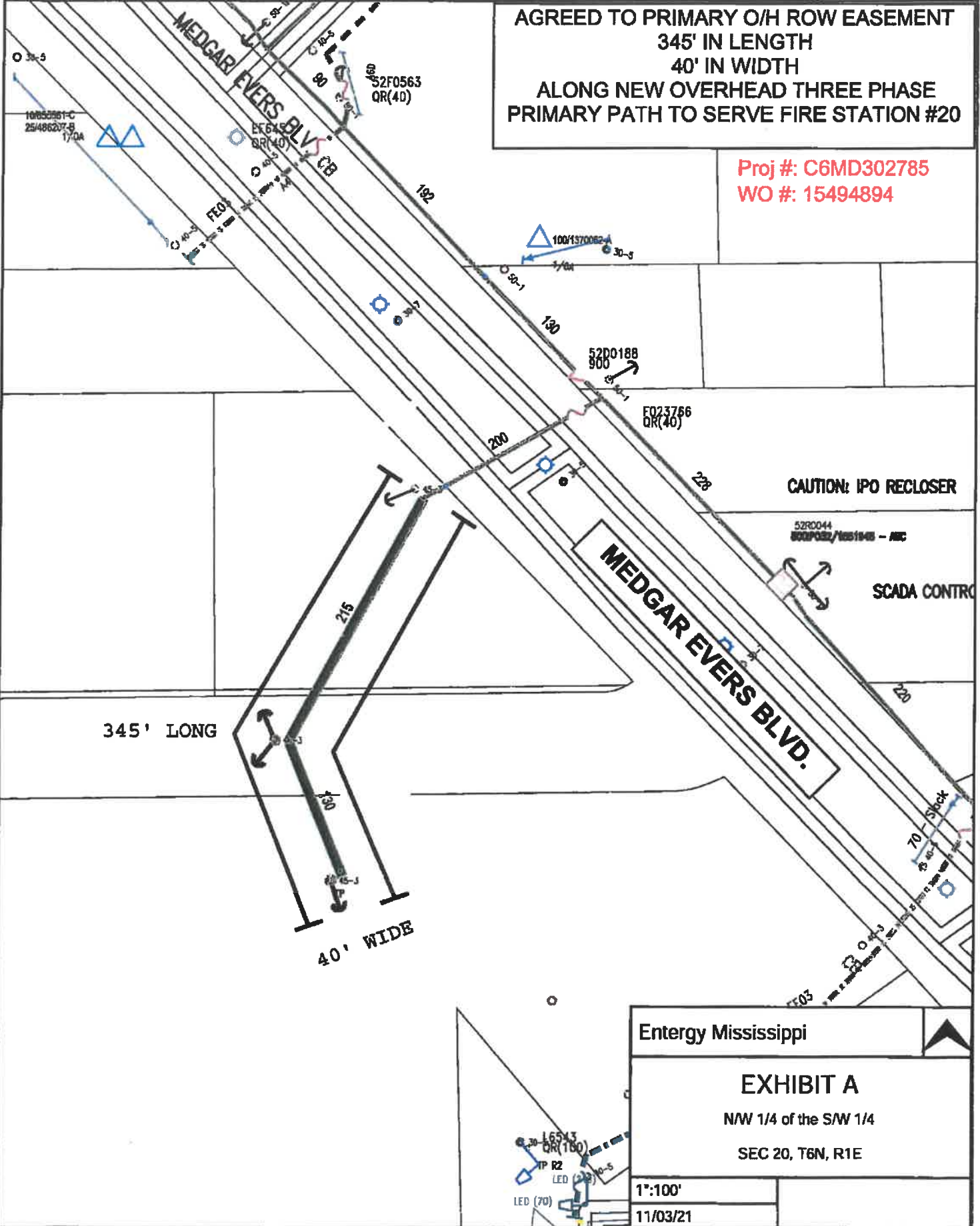
(he)(she)(they) executed the above and foregoing instrument.

Commission expires:

NOTARY PUBLIC

AGREED TO PRIMARY O/H ROW EASEMENT
345' IN LENGTH
40' IN WIDTH
ALONG NEW OVERHEAD THREE PHASE
PRIMARY PATH TO SERVE FIRE STATION #20

Proj #: C6MD302785
WO #: 15494894



Entergy Mississippi

EXHIBIT A

NW 1/4 of the SW 1/4
SEC 20, T6N, R1E

1":100'
11/03/21

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE TERRY ROAD CANY CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108071 (WARD 6 AND 7)

OFFICE OF THE CITY CLERK
12-17-2021

WHEREAS, the City of Jackson received Federal FAST Act transportation funds through the Jackson MPO to replace the Terry Road bridge over Cany Creek; and

WHEREAS, the City of Jackson selected Volkert, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Volkert, Inc. has provided a cost estimate of \$211,744.74 to provide construction engineering and inspection services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Volkert, Inc. for the Terry Road Cany Creek Bridge Project, Federal Aid Project No. STP-7286-00(005)LPA/108071, for an amount not to exceed \$211,744.74.

Agenda Item # 39
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021
DATE

POINTS	COMMENTS
1. Brief Description	Order authorizing the Mayor to execute a CE&I agreement with Volkert for the Terry Road Cany Creek Bridge Project
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, 7
3. Who will be affected	Residents, businesses, and motorists along Terry Road
4. Benefits	Provide CE&I services for a federal aid bridge replacement project
5. Schedule (beginning date)	After City Council approval and after award of the construction bid
6. Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Terry Road over Cany Creek south of Savanna St (Ward 6/7)
7. Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8. COST	Not to exceed \$211,744.74
9. Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	173 45190 6823 (1% Sales Tax) or 157 45190 6823 (1% Bond)
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
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

A handwritten signature in blue ink, appearing to be "Marlin King", is written over the printed name and title.

Date: November 9, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction engineering and inspection (CE&I) services contract with Volkert, Inc. for the Terry Road Cany Creek Bridge Project.

The City of Jackson received Federal FAST Act regional surface transportation project construction funds to replace the Terry Road bridge over Cany Creek south of Savanna Street. This early 1940s bridge features narrow lanes, no shoulders, concrete-encased timber piles, and erosion issues around the headwall, and other antiquated design features. The City selected Volkert for the necessary CE&I work. The amount of the preliminary engineering services contract will not exceed \$211,744.74.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

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
11-18-21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE TERRY ROAD CANY CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108071 (WARD 6 AND 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA E. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

11/18/21
DATE

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

August 23, 2021

City of Jackson
Chokwe Lumumba, Mayor
219 S. President Street
Jackson, MS 39201

RE: Construction Engineering and Inspection Contract
Project Number: STP-7286-00(005)LPA /108071-701000
City of Jackson - Terry Road Cany Creek Bridge Replacement Project
Hinds County

Dear Mayor Chokwe Lumumba,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with Volkert, Inc. (the Consultant) for an upset cost limit of \$211,744.74 on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necoie Baker), the MDOT District LPA Engineer, and Consultant Services Unit (Attention: Stephen Rone).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract
Project Number: 108071-701000
August 23, 2021

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,



Stephen Rone
MDOT Director of Consultant Services

SR/sh
Attachments

Cc: 77-01 LPA Division
77-01 District Engineer

{Frederick/ P.Morgan/Baker}
{MRYoung}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Terry Road Bridge Replacement over Caney Creek
STP-7286-00(005)LPA/108071-701000
Hinds County***

THIS CONTRACT, is made and entered into by and between the *City of Jackson*, a body Politic of the State of Mississippi (the "LPA"), and *Volkert, Inc.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *111 East Capitol Street, Suite 250, Jackson, MS 39201*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for *the Terry Road Bridge Replacement over Caney Creek*, hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

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

ARTICLE IV. TIME OF PERFORMANCE

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:
Mayor Chokwe Antar Lumumba
City of Jackson
219 S. President Street
Jackson, MS 39201
Phone: 601-960-1084
Fax: 601-960-2193
cclark@jacksonms.gov

For Technical Matters:
Dr. Charles Williams, PE
City of Jackson
200 S. President Street, Suite 523
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1174
cwilliams@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Justin Walker
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: 601-961-0101
Fax: 601-961-0102
Justin.walker@volkert.com

For Technical Matters:
Dave Steele
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: 601-961-0101
Fax: 601-961-0102
dave.steele@volkert.com

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

P.E. # 15591
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 12624
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Jackson

Mayor Chokwe Antar Lumumba

WITNESS this my signature in execution hereof, this the 20 day of July, 2021.

Volkert, Inc.

BY: *Mark C. McConnell*
Mark McConnell, P.E., West Gulf Region Sr. Vice President

ATTEST: *Shoshunika Williams*
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290VOLKERT
11 N, Water Street | Mobile, AL 36602
251.342.1070

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Mississippi, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 23, 2021, pursuant to a unanimous vote:

5. Amended Resolution re Authorization of Certain Officers to Execute Contracts

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation including but not limited to delegating signing authority in his or her absence, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

David A. Allsbrook, Jr. (Director)	Chief Executive Officer Chairman of the Board Chairman of the Executive Committee
Thomas A. Hand (Director)	President Chief Marketing Officer Vice Chairman of the Board Vice Chairman of the Executive Committee
Leon M. Barkan (Director)	Chief Operating Officer Leader, Program Management Initiative Member of the Executive Committee

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290VULKERT
11 N. Water Street | Mobile, AL 36602
251.342.1070

David M. Young (Director)

President, Central Division
Leader, Energy Initiative
Member of the Executive Committee

David M. Webber (Director)

President, East Division
Leader, National Design & Alternative Practice Delivery
Member of the Executive Committee

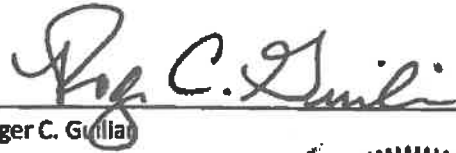
Mark C. McConnell (Director)

Senior Vice President, West Gulf Region

Janet L. Evans

Vice President

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 23rd day of
June 2021.



Roger C. Gulliar
Secretary



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

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

The CONSULTANT shall furnish a resident Project *Engineer*, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project *Engineer* and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project *Engineer* are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project *Engineer's* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project *Engineer* dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project *Engineer* shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project *Engineer*.

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
 - b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 211,744.74 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

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

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

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2). The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Justin Walker	Principal	209.53
Dave Steele	Project Engineer	126.53
Walton Mitts	Eng II RWD	128.13
	EIT BRD	105.44
	Sr. Inspector	90.98
	Admin Asst	75.92

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 211,744.74 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
151,828.25	10,732.00	49,184.49	211,744.74

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

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

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

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

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this 20 day of August, 2021.

Volkert, Inc.

BY: Mark C. McConnell
Mark McConnell, West Gulf Region VP

ATTEST: [Signature]

My Commission Expires:

March 21, 2025

ShaShunda Williams

Notary

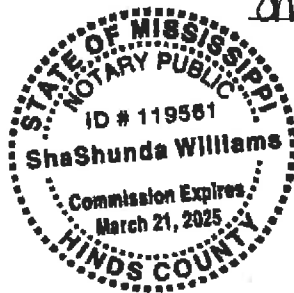


EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the _____day of _____, 20__.

City of Jackson

Mayor Chokwe Antar Lumuba

EXHIBIT 8

4

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

105558

EEV* Company Identification Number [Required]

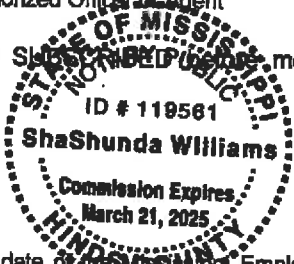
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

BY: Mark C. McConnell 8/20/21
Authorized Officer or Agent Date

Mark C. McConnell
Printed Name of Authorized Officer or Agent

Senior Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND Subscribed and signed by me on this the 20 day of August
2021.



ShaShunda Williams
NOTARY PUBLIC
My Commission Expires: March 21, 2025

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

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-7286-00(005)108071-701000
County: Hinds

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting subcontracts on prime contracts and quoting subcontracts on federally-funded transportation projects. For every firm, we require the following information:


Firm Name: SOL Engineering Services, LLC
Contact Name/Title: John Triplett, Engineer
Firm Mailing Address: 106 S President St, Jackson, MS 39201
Phone Number: (601) 961-1415
 DBE Firm Non-DBE Firm

Firm Name: NA
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
 DBE Firm Non-DBE Firm

Firm Name: NA
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
 DBE Firm Non-DBE Firm

Firm Name: NA
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
 DBE Firm Non-DBE Firm

Firm Name: NA
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
 DBE Firm Non-DBE Firm


SUBMITTED BY (Signature)
Volkert, Inc.
FIRM NAME

Submit this form to Consultant Services Division with the OCR-481-C form. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. Please make copies of this form when needed and also send in those copies.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Terry Road Bridge Replacement over Caney Creek

Prepared for:

City of Jackson, MS

Project Number:

STP-7286-00(005)LPA/108071-701000

City of Jackson, MS

Prepared by: Volkert, Inc.

Date Submitted:

July 3, 2021

Date Revised:

August 6, 2021

Cost Summary

Bridge Replacement on Terry Road over Caney Creek

Construction Engineering & Inspection Services

Volkert, Inc.			
Labor Costs			
CE&I Services		\$	151,828.25
Direct Costs			
CE&I Services		\$	10,732.00
Subtotal	Volkert, Inc.	\$	162,560.25
SOL			
Labor Costs			
CE&I Services		\$	21,509.23
Direct Costs			
CE&I Services		\$	2,732.80
Subtotal Cost	SOL	\$	24,242.03
TICE			
Labor Costs			
Survey Services		\$	12,635.84
Direct Costs			
Survey Services		\$	436.80
Subtotal Cost	TICE	\$	13,072.64
Burns Cooley Dennis			
Labor Costs			
Testing Services		\$	9,997.10
Direct Costs			
Testing Services		\$	1,872.72
Subtotal Cost	Burns Cooley Dennis	\$	11,869.82
PROJECT TOTAL COSTS		\$	211,744.74

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Volkert, Inc

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>150.77% %</u>
Home FCCM	<u>0.31% %</u>
Field Overhead Rate ²	<u>119.28% %</u>
Field FCCM	<u>0.30% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal	\$ 74.52	\$ 112.35	\$ 22.42	\$ 0.23	\$ 209.53
Project Manager		\$ -	\$ -		\$ -
Project Engineer	\$ 45.00	\$ 67.85	\$ 13.54	\$ 0.14	\$ 126.53
Eng II RWD	\$ 45.57	\$ 68.71	\$ 13.71	\$ 0.14	\$ 128.13
EIT BRD	\$ 37.50	\$ 56.54	\$ 11.28	\$ 0.12	\$ 105.44
Sr. Inspector	\$ 37.00	\$ 44.13	\$ 9.74	\$ 0.11	\$ 90.98
Inspector II		\$ -	\$ -		\$ -
Administrative Assistant	\$ 27.00	\$ 40.71	\$ 8.12	\$ 0.08	\$ 75.92
<i>{additional classifications}</i>		\$ -	\$ -		\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Sr. Inspector	\$ 37.00	\$ 44.13	\$ 9.74	\$ 109.37
		\$ -	\$ -	\$ -
<i>{additional classifications}</i>		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

HOUR DISTRIBUTION / LABOR COSTS

Volkert, Inc

Construction Engineering & Inspection Services

STP-7288-00(005)LPA/106071-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug						
Principal				4	4	4	4	4	4	4	4	4	8	8	0	48	\$ 208.53	\$ 10,067.53
Project Manager															0	0	\$ -	\$ -
Project Engineer				45	45	45	45	45	45	45	45	45	45	45	0	450	\$ 126.83	\$ 58,938.02
Eng II RWD				8	8	8							8	8	0	40	\$ 128.13	\$ 5,125.27
ETT BRD				8	8	8	8	8	8	8	8	8	8	8	0	80	\$ 105.44	\$ 8,435.28
Sr. Inspector				75	75	75	75	75	75	75	75	75	75	75	0	750	\$ 80.99	\$ 86,235.47
Inspector II															0	0	\$ -	\$ -
Administrative Assistant (additional classifications)				5	5	5	5	5	5	5	5	5			0	40	\$ 75.92	\$ 3,036.69
															0	0	\$ -	\$ -

Labor Subtotal (Regular) \$ 151,828.35

STP-7288-00(005)LPA/106071-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar						
Sr. Inspector															0	0	\$ 108.57	\$ -
(additional classifications)															0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR'S Project Completion Time: 122 Working Days
 Construction Cost Estimate: \$8,295,272.22

DIRECT COSTS ^{****}

Volkert, Inc.

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	(OTHER)	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer			\$ 4,536.00			\$ 4,536.00
Sr. Inspector			\$ 3,696.00			\$ 3,696.00
Inspector II						\$ -
Administrative Assistant {additional classifications}				\$ 2,500.00		\$ 2,500.00
						\$ -
TOTAL						\$ 10,732.00

BILLING RATE TABLE

SOL

Construction Engineering & Inspection Services

Home Overhead Rate ²	169.38% %
Field Overhead Rate ²	114.06% %
FCCM	0.14%
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal		\$ -	\$ -		\$ -
Project Manager	\$ 38.95	\$ 65.97	\$ 12.59	\$ 0.05	\$ 117.51
Project Engineer		\$ -	\$ -		\$ -
Sr. Inspector		\$ -	\$ -		\$ -
Inspector I	\$ 21.00	\$ 23.95	\$ 5.39	\$ 0.03	\$ 50.38
Administrative Assistant		\$ -	\$ -		\$ -
{additional classifications}		\$ -	\$ -		\$ -

OVERTIME BILLING RATES^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS
SOL
Construction Engineering & Inspection Services

STP-7286-00(005)LPA106071-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
Principal														0	0	\$ -	\$ -
Project Manager			4	4	4	4	4	4	4	4	4	8	8	0	48	\$ 117.51	\$ 5,640.68
Project Engineer														0	0	\$ -	\$ -
Inspector I				31	31	31	31	31	32	32	32	32	32	0	315	\$ 80.88	\$ 15,668.54
Inspector II														0	0	\$ -	\$ -
Administrative Assistant (additional classifications)														0	0	\$ -	\$ -

Labor Subtotal (Regular) \$ 21,508.23

STP-7286-00(005)LPA106071-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
Inspector I														0	0	\$ -	\$ -
Inspector II														0	0	\$ -	\$ -
(additional classifications)														0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ^{****}

SOL

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Inspector I			\$ 2,732.80			\$ 2,732.80
Inspector II						\$ -
Administrative Assistant						\$ -
{additional classifications}						\$ -
TOTAL						\$ 2,732.80

Insp I - 40 miles/day at \$.56 per mile x 165 days =

2732.8

BILLING RATE TABLE

Tice

Construction Engineering & Inspection Services

Home Overhead Rate ²	_____ %
Field Overhead Rate ²	108.41% %
Field FCCM	1.71%
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal	\$ 75.00	\$ 81.31	\$ 18.76	\$ 1.28	\$ 176.35
Professional Surveyor	\$ 37.60	\$ 40.76	\$ 9.40	\$ 0.64	\$ 88.41
Crew Manager	\$ 31.00	\$ 33.61	\$ 7.75	\$ 0.53	\$ 72.89
Party Chief	\$ 21.50	\$ 23.31	\$ 5.38	\$ 0.37	\$ 50.55
Instrument Man	\$ 15.00	\$ 16.26	\$ 3.75	\$ 0.26	\$ 35.27
CAD Tech	\$ 31.00	\$ 33.61	\$ 7.75	\$ 0.53	\$ 72.89
Clerical	\$ 17.50	\$ 18.97	\$ 4.38	\$ 0.30	\$ 41.15

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
	_____	\$ -	\$ -	\$ -
	_____	\$ -	\$ -	\$ -
{additional classifications}	_____	\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Tice

Construction Engineering & Inspection Services

STP-7286-00(005)LPA108071-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
Principal			1		1	1	1	1						0	5	\$ 176.35	\$ 881.73
Professional Surveyor			2		2	2	2	2						0	10	\$ 88.41	\$ 884.09
Crew Manager			4		4	4	4	4						0	20	\$ 72.89	\$ 1,457.80
Party Chief			10		10	10	10	10						0	50	\$ 50.65	\$ 2,527.64
Instrument Man			10		10	10	10	10						0	50	\$ 85.27	\$ 1,763.47
CAD Tech			4		16	16	16	16						0	60	\$ 72.88	\$ 4,956.52
Clerical			1		1		1	1						0	4	\$ 41.15	\$ 164.59

Labor Subtotal (Regular) \$ 12,836.84

STP-7286-00(005)LPA108071-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
Inspector I														0	0	\$ -	\$ -
Inspector II (additional classifications)														0	0	\$ -	\$ -
														0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ****

TICE

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Survey Crew			\$ 436.80			\$ 436.80
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL						\$ 436.80

**** Provide detail for breakdown of Direct Costs

3 Round trips - Wiggins to Jackson - 260 Miles x 3 = 780 Miles x \$0.56 = \$436.80

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Terry Road Bridge Over Caney Creek

MDOT Project No.

STP-7286-00(005)LPA/108071-701000

Testing Firm Name

Burns Cooley Dennis, Inc.

MDOT District Material Engineer Approval Date for the S&T Report

Completed 1/24/17

Overhead Rate	172.75%
Profit	12.00%
FCCM	0.71%

Classification	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate
Project Manager	\$ 80.00	\$ 138.20	\$ 26.18	\$ 0.57	\$ 244.95
Project Engineer	\$ 65.00	\$ 112.29	\$ 21.27	\$ 0.46	\$ 199.02
Materials Engineer	\$ 45.00	\$ 77.74	\$ 14.73	\$ 0.32	\$ 137.79
Admin. Assistant	\$ 20.00	\$ 34.55	\$ 6.55	\$ 0.14	\$ 61.24
Field Technician	\$ 25.00	\$ 43.19	\$ 8.18	\$ 0.18	\$ 76.55

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Manager	11	\$ 244.95	\$ 2,694.47
Project Engineer	5	\$ 199.02	\$ 995.12
Materials Engineer	6	\$ 137.79	\$ 826.71
Admin. Assistant	12	\$ 61.24	\$ 734.86
Field Technician	62	\$ 76.55	\$ 4,745.95
SUBTOTAL - LABOR COSTS	96		\$ 8,997.10

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength (T22)	18	Each	\$ 25.00	\$ 450.00
Standard Proctors (MT-8)	1	Each	\$ 225.00	\$ 225.00
Atterberg Limits T 89 and T 90	1	Each	\$ 60.00	\$ 60.00
Shrinkage Limits	1	Each	\$ 50.00	\$ 50.00
Coarse Aggregate Gradation (T27)	2	Each	\$ 125.00	\$ 250.00
Fine Aggregate Gradation (T27)	2	Each	\$ 125.00	\$ 250.00
Minus No. 200 Wash (T11)	1	Each	\$ 45.00	\$ 45.00
Nuclear Density Tests (T312)	8	Each	\$ 25.00	\$ 200.00
SUB-TOTAL - FIELD AND LABORATORY				\$ 1,530.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	612	Miles	\$ 0.580	\$ 342.72
SUB-TOTAL - EXPENSE ITEMS				\$ 342.72

TOTAL PROPOSED FEE **\$11,869.82**

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF LEWIS ELECTRIC, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE SOUTH JACKSON TRAFFIC SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(049)LPA/107545 (WARDS 4 AND 7)

OFFICE OF THE CITY ATTORNEY
12-7-2021

WHEREAS, the City of Jackson entered into a contract for the construction of the South Jackson Traffic Signal Project with Lewis Electric, Inc., being the lowest and best bidder; and

WHEREAS, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued effective September 9 2021, and the Surety, The Hanover Insurance Company, has authorized release and payment of all monies due under this contract; and

WHEREAS, the final payment of \$23,155.00 results in a final project cost of \$558,046.98, a decrease of \$52,040.77 due to underrun of various quantities; and

WHEREAS, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1/Final to the contract of Lewis Electric, Inc. and to issue final payment in the amount of \$23,155.00 to said contractor.

IT IS FURTHER ORDERED that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the South Jackson Traffic Signal Project, Federal Aid Project STP-0250-00(049)LPA/107545.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

Agenda Item # 40
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 9, 2021
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing final payment and notice of completion for the South Jackson Signal Project
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 7 Quality of Life
3.	Who will be affected	Motorists at the two traffic signals
4.	Benefits	Closes signal contract
5.	Schedule (beginning date)	Project complete
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Highway 18 at McDowell Rd Ext (Ward 4) State St at Silas Brown St (Ward 7)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Final Payment of \$23,155.00 Final construction cost of \$558,046.98 (\$52,040.77 decrease)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	FAST Act STP Safety Funds: \$600,000.00 (100% eligible) City Funds: \$10,087.75 (Fund 213)
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 _____


Revised 2-04

(Handwritten signature)



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King
Director 
Date: November 9, 2021
Subject: Agenda Item for City Council Meeting

Attached you will find an item to close out the South Jackson Traffic Signal Project. The item authorizes the Mayor to execute Change Order #1/Final to the contract with Lewis Electric, authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project consisted of replacing the traffic signals at Highway 18 at McDowell Road Extension and State Street at Silas Brown Street. The project as bid has been completed with an underrun. The contract included extra quantities for various pay items as a small contingency.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. If you have any questions or comments, please do not hesitate to call me 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 AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1/FINAL TO THE CONTRACT OF LEWIS ELECTRIC, INC. AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE SOUTH JACKSON TRAFFIC SIGNAL PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(049)LPA/107545 (WARDS 4 AND 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

DATE

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY
ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC.
FOR THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT
NO. STP-6928-00(014)LPA/108073 (WARD 7)**

OFFICE OF THE CITY ATTORNEY
11-20-21
JW

WHEREAS, the City of Jackson made application for and received FAST Act federal transportation funds through the Jackson MPO for traffic operational improvements at eight traffic signals on State Street with no required match; and

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Neel-Schaffer, Inc. has provided a cost estimate of \$135,721.00 to provide preliminary engineering services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Neel-Schaffer, Inc. for the State Street Signal Project, Federal Aid Project No. STP-6928-00(014) LPA/108073, for an amount not to exceed \$135,721.00.

Agenda Item # 41
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021
DATE

POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Neel-Schaffer for the State Street Signal Project
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, 7
3.	Who will be affected	Residents, businesses, pedestrians and motorists along State Street
4.	Benefits	Provide P.E. services for a federal aid signal improvement project
5.	Schedule (beginning date)	After City Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	State St (Rankin St to High St) (Ward 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	\$135,721.00
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Acct # 213-45190-6823
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
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director

Date: November 9, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering (P.E.) contract with Neel-Schaffer, Inc. for the State Street Signal Project.

The City of Jackson received Federal FAST Act regional surface transportation project construction funds to update the traffic signals on State Street at Rankin, South, Court, Tombigbee, Pascagoula, Pearl, Amite, Mississippi, and High Streets. Work will include replacing all cabinets, controllers, heads, wiring, and push buttons, detection systems where applicable, and damaged poles. Most of the mast arm poles are in good condition and can continue to be used. The City selected Neel-Schaffer for the necessary P.E. work. The amount of the preliminary engineering services contract will not exceed \$135,721.00.

If you have any questions or comments, please do not hesitate to call me 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
2750
11-18-2021

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STATE STREET SIGNAL PROJECT, FEDERAL AID PROJECT NO. STP-6928-00(014)LPA/108073 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

11/18/21

DATE

PRELIMINARY ENGINEERING SERVICES CONTRACT
State Street from High Street to Rankin Street
Hinds County

This CONTRACT, is made and entered into by and between the City of Jackson, a body Politic of the State of Mississippi (the "LPA"), and, Neel Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is 125 South Congress Street, Suite 1100, Jackson, MS 39201. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of traffic signal design for 9 intersections along State Street (High, Mississippi, Amite, Pearl, Pascagoula, Tombigbee, Court, South & Rankin Streets), hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

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

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

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

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until December 31, 2025, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

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

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

C. Record Retention

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

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and

all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet

or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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

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

first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation

with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

- (1) Cancel the stop work order; or

- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Terry S. Williamson
Legal Counsel, Office of City Attorney
455 East Capitol Street
P.O. Box 17
Jackson, MS 39205-0017
Telephone: 601-960-1799
Facsimile: 601-960-1756
E Mail: twilliamson@city.jackson.ms.us

For Technical Matters:
Charles Williams
City Engineer
200 South President Street
P.O. Box 17
Jackson, MS 39205-0017
Telephone: 601-960-2091
Facsimile: 601-960-1174
E Mail: cwilliams@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Robert Walker, P.E.
Neel-Schaffer, Inc.
125 South Congress Street, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
Robert.walker@neel-schaffer.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

For Technical Matters:
Keith Purvis, P.E.
Neel-Schaffer, Inc.
125 South Congress Street, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
keith.purvis@neel-schaffer.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # _____
Surveyor # _____

P.E. # _____
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

The City of Jackson.

Chokwe Antar Lumumba, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Neel-Schaffer, Inc.

Keith Purvis, Vice President

ATTEST: _____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

EXHIBIT 2

SCOPE OF WORK

This CONSULTANT shall provide all necessary field surveying and prepare the construction plans for the replacement of the traffic signals as described below. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as Indicated in the LPA Project Development Manual.

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

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

Surveys shall at all times comply with the following:

1. Topographic mapping at the nine (9) intersection shall comply with the MDOT Survey Manual Section 4.2
2. Project control shall be State Plane Coordinates established using the statewide network (GCGS) and having multiple observations on each control point utilized. These observations will be averaged for the final Y,X values. Digital leveling shall be performed to establish the vertical values for each control point.
3. Deliverables shall comply with the MDOT Survey Manual Section 4.3.

GENERAL REQUIREMENTS:

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

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

The design of roadways shall be in compliance with the MDOT Roadway Design Manual.

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

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

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

The Scope of Work shall be divided into two phases as follows:

OFFICE REVIEW PLANS

Part 1 – Field Survey

Part 2 - Office Review Plans

Part 3 - Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Perform complete topographic survey at each intersection in accordance with the MDOT Survey Manual Section 4.2;
2. The location of any utility shall be delineated by MS ONE CALL.

Part 2 - OFFICE REVIEW PLANS

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

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

Part 3 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; detailed pavement marking sheets; and all notes and data used to develop the plans.

TRAFFIC ENGINEERING:

A. TRAFFIC SIGNAL DESIGN:

1. Traffic Signal Plans:

Design of traffic signal plans will include layout of traffic signal poles and controllers, type of poles to be used, geometric roadway changes if necessary, surveys, equipment and component design and recapitulation of quantities, and design of interconnected traffic signal systems and design/ method of interconnection.

The traffic signal design sheets are to include:

- i. The replacement of traffic signal controller cabinets. The existing foundations will be reused, enlarged and modified as necessary to accommodate the new cabinets
- ii. Accessible pedestrian signal (APS) push buttons
- iii. Radar vehicle detection. Advanced vehicle detection is not required
- iv. The replacement of mast-arm mounted street name signs
- v. The replacement of damaged mast arms and pedestrian signal poles.
- vi. The replacement of traffic and pedestrian signal heads.
 - a. Type 2 FYA signals will be considered as potential replacements for existing three-section Type 2 signals.

2. Signal Timing Plans:

Signal system phase times, cycle lengths and intersection offsets will be developed using approved timing analyses. Timing information will be reduced to spreadsheet format to facilitate data entry by, or under the direction of, the City.

B. OTHER RELATED TRAFFIC/DESIGN SERVICES:

Examples of other related traffic engineering services may include the following:

1. Preparation of Special Provisions to the 2017 Standard Specifications for Road and Bridge Construction and Supplemental Specifications (or later version); accident collision diagrams; attendance at MDOT meetings to consult on traffic engineering matters; preparation of construction estimates and opinions of probable costs; review plans and contract documents prepared by other departments/districts or CONSULTANTS.
2. ITS projects as directed by the Roadway Design Division Engineer, while in consultation with the ITS Engineer which may include: CCTV traffic surveillance cameras, video detection cameras or other forms of vehicle detection, CMS and DMS, TMC modifications and additions, and fiber optic cable or other communication devices.
3. As directed, conduct maintenance inspections and/or field inventories of traffic signals, signal systems and signage.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

EXHIBIT 3

FEEES AND EXPENSES

The CONSULTANT'S firm-fixed-price/lump sum for completion of this Work Assignment shall be \$135,721.00, which sum shall be paid based upon the percentage of effort completed as approved by the Project Manager.

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

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

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

Direct Salaries:

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

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

Payroll Additive & Overhead:

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

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

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

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

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

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

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

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

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

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

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

SO CERTIFIED this _____ day of _____, 20_____.

Neel-Schaffer, Inc.

BY: _____
Keith Purvis, Vice President

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the _____ day of _____, 20____.

The City of Jackson

Chokwe Antar Lumumba, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

128686

EEV* Company Identification Number [Required]

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

BY: _____ Date _____
Authorized Officer or Agent

Keith Purvis Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

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

PROJECT SCHEDULE
 State Street Signal Project
 Hinds County

TASK	Responsibility	Start	End	Months																																
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Final Review/Plan Development	LPA	1/1/2022	1/1/2022																																	
Final Review	LPA	1/1/2022	1/1/2022																																	
Office Review Final Development	NSI	4/22/2022	4/22/2022																																	
Office Review PSE Submittal	NSI	6/10/2022	6/10/2022																																	
Submittal of CEI Project and Schedule to MDOT Area Engineer	NSI	6/10/2022	6/10/2022																																	
Office Review	NSI	7/1/2022	7/1/2022																																	
Initial PSE Submittal	LPA	7/1/2022	7/1/2022																																	
Final PSE Submittal	NSI	8/12/2022	8/12/2022																																	
	MDOT/PA	8/2/2022	8/2/2022																																	

Note: Construction Phases will require a separate agreement

ORDER RATIFYING THE PROCUREMENT OF EQUIPMENT REPAIR SERVICES FROM THOMPSON BROTHERS DRILLING, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL

OFFICE OF THE CITY ATTORNEY
2021-2022

WHEREAS, this summer, TV Road Well pump failed, stopping all flow of water from this well into the ground water distribution system; and

WHEREAS, residents who are served by the TV Road Well were without water due to the failed pump; 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); and

WHEREAS, pursuant to the emergency procurement process, a quote was obtained from Thompson Brothers Drilling, Inc. to repair the failed pump and other appurtenances associated with the repair; and

WHEREAS, at its August 3, 2021 Regular Meeting, the City Council ratified the procurement of emergency repair services provided by Thompson Brothers Drilling, Inc. and authorized payment of an invoice for the services in the amount of \$97,335.15; and

WHEREAS, prior to the time Thompson Brothers Drilling, Inc. was performing the work in the invoice that was ratified on August 3, 2021, it performed emergency services relating to the same project contained in an invoice dated June 9, 2021, in an amount of \$21,885.00; and

WHEREAS, the Department of Public Works had no record of having received the June 9, 2021 invoice prior to August 3, 2021 and, consequently, was unaware that it was outstanding at the time the other invoice was ratified on August 3, 2021; and

WHEREAS, Thompson Brothers Drilling, Inc. has re-submitted the June 9, 2021 invoice in an amount of \$21,885.00; and

WHEREAS, Department of Public Works confirms the work was performed as part of the emergency procurement previously authorized pursuant to a Declaration Invoking the Emergency Procurement Procedure authorized pursuant to Section 31-7-13 (k) of the Mississippi Code of 1972, as amended, a copy of said Declaration being attached and made a part of these minutes; and

WHEREAS, pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase...or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by

Agenda Item #42
Agenda Date December 7, 2021
(King, Lumumba)

the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority; and

WHEREAS, the Department of Public Works recommends payment of the June 9, 2021 invoice in the amount of \$21,885.00 to Thompson Brothers Drilling, Inc. for the TV Road Well emergency repairs.

IT IS, THEREFORE, ORDERED that the procurement of the emergency repair services described in an Invoice dated June 9, 2021 from Thompson Brothers Drilling, Inc. for emergency repairs to the TV Road Well is ratified.

IT IS FURTHER ORDERED that payment in the amount of \$21,885.00 to Thompson Brothers Drilling, Inc. for emergency repairs to the TV Road Well is authorized.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 7, 2021

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT SERVICES WITH THOMPSON BROTHERS DRILLING, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL																																													
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 the TV Road Well																																													
4.	Benefits	Water Infrastructure																																													
5.	Schedule (beginning date)	Completed																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	TV Road																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Department of Public Works																																													
8.	COST	Cost: \$21,885.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	372-52190-6826																																													
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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Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Marlin King, Director



Agenda Item: TV Road Well Emergency Repair

Background:

Attached, you will find an item for the City Council Agenda requesting approval for emergency procurement services with Thompson Brothers Drilling, Inc. for the TV Road Well pump repair. The TV Road Well pump failed, and emergency procurement services were needed to make the repair. Thompson Brothers Drilling, Inc. provided an invoice in the amount of \$21,885.00 to complete the repairs. The repairs are complete, and the TV Road Well is back in service. 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
11/17/21

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE PROCUREMENT OF EQUIPMENT REPAIR SERVICES FROM THOMPSON BROTHERS DRILLING, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel

11/17/21

DATE

Council Member Grizzell moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.
Nays – None.
Absent – None.

ORDER ACCEPTING THE BID OF DELTA CONSTRUCTORS, INC. OPTION NUMBER TWO (2) FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT.

WHEREAS, the City of Jackson solicited seal competitive bids from two contractors, Delta Constructors, Inc. and Hemphill Construction Company, Inc. to supply materials, equipment, and labor necessary to repair the drainage system on Lost Lake Circle; and

WHEREAS, the bid received from Delta Constructors, Inc. for Option number two (2) in an amount not to exceed \$37,500.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Delta Constructors, Inc. as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Delta Constructors, Inc., for Option number two (2) in an amount not to exceed \$35,500.00, is accepted as the lowest and best bid for the Lost Lake Circle Drainage Repair Project consistent with the bid solicitation.

Council Member Banks moved adoption; Council Member Stokes seconded.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.
Nays – None.
Absent – None.

ORDER RATIFYING PROCUREMENT SERVICES WITH THOMPSON BROTHERS DRILLING, INC. FOR EMERGENCY REPAIRS TO THE TV ROAD WELL.

WHEREAS, the TV Road Well pump failed stopping all flow of water into the distribution system; and

WHEREAS, residents who are served by the TV Road Well were without water due to the failed pump; 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 quote was obtained from Thompson Brothers Drilling, Inc. to repair the failed pump and other pertinences associated with the repair in an amount of \$97,335.15; and

WHEREAS, Thompson Brothers Drilling, Inc. has completed the repairs, and the TV Road Well is back in-service supplying water into the distribution system; and

WHEREAS, Thompson Brothers Drilling, Inc. submitted invoices totaling an amount of \$97,335.15; and

WHEREAS, Department of Public Works recommend payment in the amount of \$97,335.15 to Thompson Brothers Drilling, Inc. for the TV Road Well pump repairs.

IT IS, THEREFORE, ORDERED that Thompson Brothers Drilling, Inc. for emergency repairs to the TV Road Well, and payment in the amount of \$97,335.15 is ratified.

THOMPSON BROTHERS DRILLING INC.
 3420 ELLISVILLE BLVD
 LAUREL, MS 39443

Invoice

Date	Invoice #
6/9/2021	9340

Bill To

City Of Jackson
 Finance Division/
 Accounts Payable
 P.O. Box 17
 Jackson MS 39205

				Location Name	
Description	Qty	U/M	Rate	Amount	
Traveled to TV Rd. well and checked tension nut loose and oil line broken. Determined problem was down hole. Rigged up and pulled pump had to cut each joint of column and oil tube assembly . Got pump pulled and found column assembly and oil tube assembly broken down hole. Left hole cover on well and traveled back to shop.	3		4,000.00	12,000.00	
2 days out of town expense	2		375.00	750.00	
After hours and weekend work	20.3		450.00	9,135.00	

601-425-0970

Fax #

601-425-0972

Web Site

WWW.THOMPSONBROTHERSDRILLING.COM

Total	\$21,885.00
Payments/Credits	\$0.00
Balance Due	\$21,885.00


**DECLARATION OF EMERGENCY
TO INVOKE EMERGENCY CONTRACT PROCEDURE**

I. REQUEST

The City of Jackson Department of Public Works TV Road Well has failed causing severe strain on the well system to provide water to citizens in South Jackson. The results of the Well failure caused low water pressure for residents and businesses on the TV Road Well system. The Department of Public Works is requesting an Emergency Declaration to repair the TV Road Well. The City needs emergency assistance from a private contractor to help repair the TV Road Well.

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 a contractor to repair the TV Road Well, 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
Director/City Engineer

5/24/21

DATE


II. REVIEWED AND APPROVED



LaaWanda Horton
Director of Administration

5/25/2021


DATE



Monica D. Allen
City Attorney

4/1/2021

DATE



Marlin King
Chief Administrative Officer


5/26/21

DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the TV Road Well 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 TV Road Well, 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

6/3/21
DATE

MEMORANDUM

Department of Public Works
(601) 960-2090



TO: Marlin King
Chief Administrative Order

FROM: Charles E. Williams Jr., P.E., PhD, Director/City Engineer
Mary D. Carter, Deputy Director of Water Operations
Terence Byrd, Water Plant Operations Supervisor
Department of Public Works

CC: Erica, Thomas, Public Works Fiscal Officer

DATE: May 21, 2021

RE: TV Road Well Repair Emergency

Charles E. Williams Jr.

The City of Jackson Department of Public Works TV Road Well has failed causing severe strain on the well system to provide water to citizens in South Jackson. The results of the Well failure caused low water pressure for those residents and businesses on the well system. The Department of Public Works is requesting an Emergency Declaration to repair the TV Road Well. The Department of Public plans to fund the cost of repairs out of Fund 372-52190-6826.

The City does not have the personnel or equipment to repair the Well in a timely manner to minimize the impact loss of water pressure creating a welfare and safety issue for those on the Well system. Because of the imminent threat to public health and safety, we recommend that the City of Jackson enter into repair a contract as provided for in Section 31-7-13(k) of the Mississippi Code Annotated of 1972.

THOMPSON BROTHERS DRILLING INC.
 3420 ELLISVILLE BLVD
 LAUREL, MS 39443

Invoice

Date	Invoice #
7/13/2021	9354

Bill To

City of Jackson
 Finance Division/
 Accounts Payable
 P.O. Box 17
 Jackson MS 39205

				Location Name	
				9354	
Description	Qty	U/M	Rate	Amount	
06-07-2021 Travel to site and rig up crane set 75HP test pump 500'. Had to deal with lightning delays got pump wired up and pumping into system.	10		400.00	4,000.00	
06-07-2021 Overtime	5.5		450.00	2,475.00	
06-28-2021 Travel to site and rig up crane began pulling rental pump.	5		400.00	2,000.00	
06-29-2021 Finished pulling rental pump and began installing permanent pump.	6		400.00	2,400.00	
06-30-2021 Continued setting permanent pump	10		400.00	4,000.00	
6-30-2021 Overtime	2.5		450.00	1,125.00	
07-01-2021 Finished setting permanent pump 500' began setting pads to put pipe jacks on under line piping.	9.5		400.00	3,800.00	
07-02-2021 Installed discharge head and fixed line piping to connect to head replaced oil supply lines and fixed oil pot. Installed motor and wired up checked rotation and keyed up motor. Installed test equipment and turned on well fuse on power pole blow. Rigged down and cleaned up location then traveled to shop.	10		400.00	4,000.00	
07-02-2021 Overtime	5.5		450.00	2,475.00	
07-05-2021 Traveled to location unkeyed motor and test ran motor checking amps. Keyed up motor and adjusted lateral test ran motor and performed flow test on new pump. Traveled to shop	9		175.00	1,575.00	
75 HP Rental motor	20		75.00	1,500.00	

601-425-8970

Fax #

601-425-0972

Web Site

WWW.THOMPSONBROTHERSDRILLING.COM

Total
Payments/Credits
Balance Due

**THOMPSON BROTHERS DRILLING INC.
3420 ELLISVILLE BLVD
LAUREL, MS 39443**

Invoice

Date	Invoice #
7/13/2021	9354

Bill To

City of Jackson
Finance Division/
Accounts Payable
P.O. Box 17
Jackson MS 39205

			Location Name	
			9354	
Description	Qty	U/M	Rate	Amount
Out of town expenses	5		375.00	1,875.00
Pump, Column Assembly, Air line, Oil, Machine shop, and all other miscellaneous parts	1		65,235.15	65,235.15
Travel to location and rig down test equipment then travel to shop.	5		175.00	875.00

601-425-0970

Fax #

601-425-0972

Web Site

WWW.THOMPSONBROTHERSDRILLING.COM

Total	907,335.15
Payments/Credits	80.00
Balance Due	907,335.15

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(052)LPA/108072 (WARDS 3 AND 7)

OFFICE OF THE CITY ATTORNEY
12-2-2021

WHEREAS, the City of Jackson made application for and received FAST Act federal transportation funds through the Jackson MPO for traffic operational improvements at four traffic signals on Woodrow Wilson Avenue with no required match; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$177,166.24 to provide preliminary engineering services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc., for the Woodrow Wilson Avenue Signal Project, Federal Aid Project No. STP-0250-00(052)LPA/108072, for an amount not to exceed \$177,166.24.

Agenda Item # 43
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


November 9, 2021
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	Order authorizing the Mayor to execute a preliminary engineering services contract with Stantec for the Woodrow Wilson Avenue Signal Project
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, 7
3.	Who will be affected	Residents, businesses, pedestrians and motorists along Woodrow Wilson Avenue
4.	Benefits	Provide P.E. services for a federal aid signal improvement project
5.	Schedule (beginning date)	After City Council approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Woodrow Wilson Ave (Bailey Ave Ext to Medgar Evers Blvd) Bailey Ave at Bailey Ave Ext/Glendale Ave signal Wards 3 and 7
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	\$177,166.24
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Acct # 213-45190-6823
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
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Marlin King
Director 
Date: November 9, 2021
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a preliminary engineering contract with Stantec Consulting Services, Inc. for the Woodrow Wilson Avenue Signal Project.

The City of Jackson received Federal FAST Act regional surface transportation project construction funds to replace the five points signal at Woodrow Wilson Avenue and Medgar Evers Blvd and update the traffic signals on Woodrow Wilson Avenue at Bailey Avenue Extension, Woodrow Wilson Avenue at Bailey Avenue, Bailey Avenue at Bailey Avenue Extension. Update work at the other three signals will include replacing all cabinets, controllers, heads, wiring, detection systems, and adding pedestrian heads and buttons. We intend to add a safe pedestrian crossing to cross Bailey Ave at the Bailey Ave Ext signal. The City selected Stantec for the necessary preliminary engineering work. The amount of the preliminary engineering services contract will not exceed \$177,166.24.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1759
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/17/21

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE WOODROW WILSON AVENUE SIGNAL PROJECT, FEDERAL AID PROJECT NO. STP-0250-00(052)LPA/108072 (WARDS 3 AND 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 



DATE

PRELIMINARY ENGINEERING SERVICES CONTRACT

Woodrow Wilson Traffic Signal Improvements PROJECT
CITY PROJECT NO. _____
FEDERAL AID PROJECT NO. STP-0250-00(052)LPA/108072-701000
HINDS COUNTY

This CONTRACT, is made and entered into by and between the *City of Jackson*, a body Politic of the State of Mississippi (the "LPA"), and, *Stantec Consulting Services Inc.* (the "CONSULTANT"), a *New York Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *200 North Congress Street, Suite 600, Jackson, MS 39201*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *traffic signal upgrades and improvements at the intersections of Woodrow Wilson Avenue / Bailey Avenue, Woodrow Wilson Avenue / Bailey Avenue Extended, Woodrow Wilson Avenue / Five Points, and Bailey Avenue / Glendale Street in Jackson, Mississippi*, as provided for in *Project No. STP-0250-00(052)LPA/108072-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

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

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

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

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until *December 31, 2020*, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

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

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

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

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

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Mayor Chokwe A. Lumumba
City of Jackson
219 S. President St.
Jackson, MS 39205
Phone: (601) 960-1084
somari@city.jackson.ms.us
hohufemi@city.jackson.ms.us
cclark@city.jackson.ms.us

For Technical Matters:
Charles Williams, PE
City of Jackson
200 S President St., Suite 523
Jackson, MS 39205
Phone: (601) 960-1651
Fax: (601) 960-1174
cwilliams@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
John McKee, PE
Stantec Consulting Services Inc.
200 North Congress St., Suite 600
Jackson, MS 39201
Phone: (601) 354-0696
Fax: (601) 354-0433
john.mckee@stantec.com

For Technical Matters:
Brad Engels, PE
Stantec Consulting Services Inc.
200 North Congress St., Suite 600
Jackson, MS 39201
Phone: (601) 354-0696
Fax: (601) 707-9015
brad.engels@stantec.com

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

**P.E. #9688
Surveyor #02856**

**Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:**

P.E.#17084

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Jackson, Mississippi

Chokwe A. Lumumba, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Stantec Consulting Services Inc.

BY: _____
John McKee, PE, Senior Principal

ATTEST: _____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

EXHIBIT 2

SCOPE OF WORK

The work included in the Scope of this Agreement consists of providing Professional Services for the design and plan development of traffic signal improvements as follows:

1. Woodrow Wilson Avenue/Bailey Avenue - New traffic signal cabinet, controller, signal heads and wiring, radar detection, and ADA modifications;
2. Woodrow Wilson Avenue/Bailey Avenue Extended - New traffic signal cabinet, controller, signal heads and wiring, radar detection, and ADA modifications;
3. Woodrow Wilson Avenue/Livingston Road, Medgar Evers Boulevard, Gordon Street (5-Points) - New mast arm traffic signal poles, cabinet, controller, signal heads and wiring, radar detection, and ADA modifications (exclusive of west side of intersection);
4. Bailey Avenue/Glendale Street - New traffic signal cabinet, controller, signal heads and wiring, and radar detection;
5. At Bailey Avenue Extended relocate school flashers, re-design school zone, including pedestrian crossing on Bailey Avenue; and
6. Removal of existing sign truss on Woodrow Wilson Avenue and replacement with ground or pole mounted guide signs.

A. ITEMS AND SERVICES TO BE PROVIDED BY THE OWNER

Based upon availability, the OWNER will provide the following:

1. Available old construction plans, drawings, and maps pertinent to the project;
2. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
3. Provide OWNER standard detail drawings in electronic form to CONSULTANT for use in the plans.
4. OWNER and its agents will perform all right-of-way acquisition services. OWNER will notify the CONSULTANT when all right-of-way and permanent or temporary easements have been acquired and recorded.
5. A single point of contact within the OWNER for day-to-day coordination of the CONTRACT;
6. Prompt reviews of all materials, reports, drawings, and estimates prepared by the CONSULTANT and submitted to the OWNER. It is anticipated that the OWNER will schedule a review meeting with the CONSULTANT to review submittals within two (2) weeks of the submittal date.
7. When applicable, the OWNER shall arrange and make provision for CONSULTANT's entry to the PROJECT site as well as other public and private property as necessary for OWNER to perform the services. The OWNER shall obtain any required approvals, licenses, and permits from authorities having jurisdiction over the PROJECT so as not to delay CONSULTANT in the performance of services.

B. DESCRIPTION OF WORK TO BE PERFORMED BY CONSULTANT

Upon receipt of a written Notice to Proceed from the OWNER, the CONSULTANT shall provide engineering/technical assistance to perform specific tasks requiring needed expertise or staff resources unavailable to the OWNER. The tasks are defined as follows:

PRELIMINARY DESIGN PHASE

1. CONSULTANT to attend a kickoff meeting with the OWNER to define and clarify the OWNER's requirements for the Project and to review available data.
2. CONSULTANT will perform a topographic survey of the project intersections.
 - a. Locate telephone, electric power, gas, water, sanitary sewer and other utility lines from field markings provided by a utility locator service (i.e., Mississippi 811);
 - b. Set horizontal and vertical controls for the project using VRS;
 - c. Prepare a base map of the survey for use in designing the project.
3. CONSULTANT shall prepare a Preliminary Engineering Report which includes the conceptual plan of the traffic signal upgrades and an opinion of probable construction costs. Three (3) hard copies and one electronic file copy (in PDF format) of the Preliminary Engineering Report will be delivered to the OWNER for review.
 - a. Develop the general description of the proposed traffic signal upgrades.
 - b. Develop the general description and written criteria for traffic signal support structures.
4. CONSULTANT shall attend a review meeting with the OWNER Project Manager to review the Preliminary Engineering Report, review progress on the Project to date, and to receive authorization to proceed with Preliminary Design based on the approved conceptual layout.
5. CONSULTANT will prepare and submit to the OWNER three (3) sets of Preliminary Plans, Contract Documents, and Specifications and a project cost estimate to construct the traffic signal upgrades based on the approved conceptual layout;
 - a. Determine apparent ownership of the property where right of way and/or easements are required.
 - b. Prepare preliminary design plans for installation of traffic signal equipment, removal of existing signal equipment, installation of permanent signing, and modifications or installation of sidewalks, curbing or ramps.
 - c. Perform detailed design and prepare drawings for the proposed traffic signal support structures and other miscellaneous details as required.
 - d. Prepare preliminary plan for maintenance of traffic during construction for inclusion into the construction plans and contract documents;
 - e. Prepare preliminary contract documents and specifications;
 - f. Prepare preliminary quantity recap and construction cost estimate;
 - g. Coordinate with and notify all companies and agencies having utilities and appurtenances as field marked by 811 locator service in apparent conflict with the proposed improvements. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
6. CONSULTANT shall participate in a review meeting with the OWNER to review the submitted plans, specifications, and contract documents.
7. CONSULTANT shall hold a Project Coordination Meeting with the OWNER and the affected utilities after the Preliminary Plans submittal to establish requirements and a schedule for relocating conflicting utilities.

FINAL DESIGN PHASE

8. CONSULTANT will prepare and submit three (3) sets of Final Construction Plans, Contract Documents, and Specifications and a project cost estimate to construct the traffic signal upgrades to the OWNER;
 - a. Modify the preliminary design documents as necessary to reflect OWNER's comments;
 - b. Perform detailed design and prepare construction drawings for miscellaneous items, if any;
 - c. Prepare final plan for maintenance of traffic during construction for inclusion into the construction plans and contract documents;
 - d. Prepare final contract documents and specifications;
 - e. Prepare final quantity recap and construction cost estimate.
9. CONSULTANT will Modify Final Design documents as necessary to reflect OWNER's comments and submit two (2) sets of sealed "Construction Issue" plans, specifications, and contract documents to the OWNER as confirmation that the project can be advertised for bids. Also submit construction plans in .PDF format on one (1) CD to the OWNER.

BIDDING AND AWARD PHASE

10. Upon obtaining written confirmation from the OWNER that the project will be advertised for construction, the CONSULTANT prepare up to fifteen (15) sets of half-sized (12"x18") sealed plans, specifications, and contract documents for sale to prospective bidders.
11. CONSULTANT will attend a pre-bid meeting scheduled by the OWNER.
12. CONSULTANT will respond to questions from plan holders and if necessary, will issue an addendum if needed prior to the bid opening in accordance with state bid laws.
13. CONSULTANT will attend the bid opening meeting, assist in the review, announcement, and recording of the submitted bids, and will prepare a bid tabulation of the submitted bids to verify the apparent lowest and best responsive bid. CONSULTANT will prepare a written recommendation to the OWNER as to the best qualified contractor to issue an award for the construction contract.
14. CONSULTANT will attend the pre-construction conference if requested by the OWNER to respond to questions from the Contractor prior to the beginning of construction activities.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$177,166.24** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

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

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

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

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

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

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

Direct Salaries:

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

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

Payroll Additive & Overhead:

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

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

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

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

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

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$16,897.08, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$177,166.24 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$140,991.55	\$1,277.60	\$16,897.08	\$18,000.00	\$177,166.24

LPA-CSU-001 For LPA 1

REV 2/9/2018

EXHIBIT 4
SAMPLE CSU-001 - COST PLUS FIXED FEE

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE II - REC AP SHEET**

Date Processed/January 9, 1900 Vendor Number 211659900 County 0 MDOT Project Number 0
 P.O. No. 3841 Invoice Number 0 Sheet No. 1
 In Account With Address 0
 Contract Number 0 Security Period January 9, 1900 FAFR? January 9, 1900 Disburse No.

Line Item	CC-A	Dist. Code 1	Object	Project Number Detail Code	Unit Code 2	Current Period	Previous Estimate	Total Allowed to Date
00200	00000	0	0	0	0	0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Total Participating Cost						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
Total Net Work Due						0.00	0.00	0.00

Contract Not To Exceed Amount \$0.00
 Amount of Payment for Progress Estimates and Final Estimates should be rounded to the nearest cents (00.00)
 NTP Date January 9, 1900
 Termination Date January 9, 1900

Consultant Services Unit Engineer - See Section E.

% Matching Funds Deduction for LPA	0.00000%	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NET AMOUNT DUE TO THE LPA						0.00	0.00

THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
 ADDRESS
 CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

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

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

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

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

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

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

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

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

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

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

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this _____ day of _____, 20____.

Stantec Consulting Services Inc.

BY: _____
John McKee, PE, Senior Principal

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the _____ day of _____, 20____.

City of Jackson, Mississippi

Chokwe A. Lumumba, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

45737

EEV* Company Identification Number [Required]

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

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
AGREEMENT WITH VOLKERT, INC. FOR THE MILL STREET TOWN
CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-
00(002) LPA/108070 (WARD 7)**

OFFICE OF THE CITY ATTORNEY
12/7/2021

WHEREAS, the City of Jackson received Federal FAST Act transportation funds through the Jackson MPO to replace the Mill Street bridge over Town Creek; and

WHEREAS, the City of Jackson selected Volkert, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Volkert, Inc. has provided a cost estimate of \$139,148.98 to provide construction engineering and inspection services for the project.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Volkert, Inc. for the Mill Street Town Creek Bridge Project, Federal Aid Project No. STP-7261-00(002) LPA/108070, for an amount not to exceed \$139,148.98.

Agenda Item # 24
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 9, 2021
DATE


POINTS		COMMENTS
1.	Brief Description	Order authorizing the Mayor to execute a CE&I agreement with Volkert for the Mill Street Town Creek Bridge Project
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, 7
3.	Who will be affected	Residents, businesses, and motorists along Mill St
4.	Benefits	Provide CE&I services for a federal aid bridge replacement project
5.	Schedule (beginning date)	After City Council approval and after award of the construction bid
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Mill Street over Town Creek between Griffith and Hamilton St (Ward 7)
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	Not to exceed \$139,148.98
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	173 45190 6823 (1% Sales Tax) or 157 45190 6823 (1% Bond) 11/9/21
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
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Marlin King
Director 

Date: November 9, 2021

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction engineering and inspection (CE&I) services contract with Volkert, Inc. for the Mill Street Town Creek Bridge Project.

The City of Jackson received Federal FAST Act regional surface transportation project construction funds to replace the Mill Street bridge over Town Creek between Griffith Street and Hamilton Street. This early 1900's bridge features a 5-ton weight limit, masonry substructure, and other antiquated design features. The City selected Volkert for the necessary CE&I work. The amount of the preliminary engineering services contract will not exceed \$139,148.98.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2719
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2021

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH VOLKERT, INC. FOR THE MILL STREET TOWN CREEK BRIDGE PROJECT, FEDERAL AID PROJECT NO. STP-7261-00(002) LPA/108070 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel*

11/17/21

DATE

Brian D. Ratliff
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

July 26, 2021

City of Jackson
Chokwe Lumumba, Mayor
219 S. President Street
Jackson, MS 39201

RE: Construction Engineering and Inspection Contract
Project Number: STP-7261-00(002)LPA/108070-701000
City of Jackson - Mill Street Town Creek Bridge Project
Hinds County

Dear Mayor Chokwe Lumumba,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with Volkert, Inc. (the Consultant) for an upset cost limit of \$139,148.98 on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Engineer, and Consultant Services Unit (Attention: Stephen Rone).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract
Project Number: 108070-701000
July 26, 2021

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,



Stephen Rone
MDOT Director of Consultant Services

SR/sh
Attachments

Cc: 77-01 LPA Division
77-01 District Engineer

{Frederick/ P.Morgan/Baker}
{M.R.Young}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Mill Street Bridge Replacement over Town Creek
STP-7261-00(002)LPA/108070-701000
Hinds County***

THIS CONTRACT, is made and entered into by and between the **City of Jackson**, a body Politic of the State of Mississippi (the "LPA"), and, **Volkert, Inc.** (the "CONSULTANT"), a **Corporation**, duly registered to do business in the State of Mississippi, whose address for mailing is **111 East Capitol Street, Suite 250, Jackson, MS 39201**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction **Engineering** services for **the Mill Street Bridge Replacement over Town Creek**, hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

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

ARTICLE IV. TIME OF PERFORMANCE

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:
Mayor Chokwe Antar Lumumba
City of Jackson
219 S. President Street
Jackson, MS 39201
Phone: 601-960-1084
Fax: 601-960-2193
cclark@jacksonms.gov

For Technical Matters:
Dr. Charles Williams, PE
City of Jackson
200 S. President Street, Suite 523
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1174
cwilliams@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Justin Walker
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: 601-961-0101
Fax: 601-961-0102
justin.walker@volkert.com

For Technical Matters:
Dave Steele
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: 601-961-0101
Fax: 601-961-0102
dave.steele@volkert.com

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

P.E. # 15591
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 12624
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Jackson

Mayor Chokwe Antar Lumumba

WITNESS this my signature in execution hereof, this the 20 day of July, 2021.

Volkert, Inc.

BY: *Mark C. McConnell*
Mark McConnell, P.E., West Gulf Region Sr. Vice President

ATTEST: *Shoshunoda Williams*
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290VOLKERT
11 N, Water Street | Mobile, AL 36602
251.342.1070

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Mississippi, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 23, 2021, pursuant to a unanimous vote:

5. *Amended Resolution re Authorization of Certain Officers to Execute Contracts*

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation including but not limited to delegating signing authority in his or her absence, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

David A. Ailsbrook, Chairman of the Executive Committee
Jr. (Director)

President
Chief Marketing Officer
Vice Chairman of the Board
Vice Chairman of the Executive Committee

Thomas A. Hand
(Director)

Chief Operating Officer
Leader, Program Management Initiative
Member of the Executive Committee

Leon M. Barkan
(Director)

Chief Executive Officer
Chairman of the Board

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290Volkert
11 N. Water Street | Mobile, AL 36602
251.342.1070

David M. Young (Director)

President, Central Division
Leader, Energy Initiative
Member of the Executive Committee

David M. Webber (Director)

President, East Division
Leader, National Design & Alternative Practice Delivery
Member of the Executive Committee


Mark C. McConnell (Director)

Senior Vice President, West Gulf Region

Janet L. Evans

Vice President

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 23rd day of
June 2021.



Roger C. Guillia
Secretary



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

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

The CONSULTANT shall furnish a resident Project *Engineer*, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project *Engineer* and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project *Engineer* are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project *Engineer's* dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project *Engineer* dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project *Engineer*, shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project *Engineer*.

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 139,148.98 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

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

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

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2). The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Justin Walker	Principal	212.11
Dave Steele	Project Engineer	126.39
Walton Mitts	Eng II RWD	127.99
	EIT BRD	105.32
	Sr. Inspector	90.87
	Admin Asst	75.83

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$ 139,148.98** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
91,470.95	8,077.60	39,600.43	139,148.98

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

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

CONSULTANT:

CUSTOMER NUMBER 000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this 20 day of July, 2021.
Volkert, Inc.

BY: Mark C. McConnell
Mark McConnell, West Gulf Region VP

ATTEST: Amanda Blankenship

My Commission Expires:

ShaShunda Williams

Notary

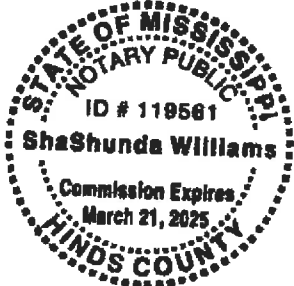


EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the ____ day of _____, 20__.

City of Jackson

Mayor Chokwe Antar Lumumba

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

105558
EEV* Company Identification Number [Required]

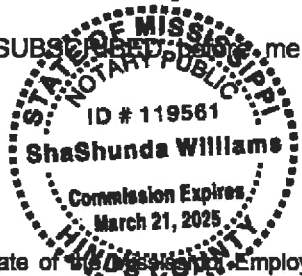
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

BY: Mark C. McConnell 7/20/21
Authorized Officer or Agent Date

Mark C. McConnell
Printed Name of Authorized Officer or Agent

Sr. Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED to by me on this the 20 day of July, 2021



ShaShunda Williams
NOTARY PUBLIC
My Commission Expires: March 21, 2025

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

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Mill Street Bridge Replacement over Town Creek

Prepared for:

City of Jackson, MS

Project Number:

STP-7261-00(002)LPA/108070-701000

City of Jackson, MS

Prepared by: Volkert, Inc.

Date Submitted:

July 20, 2021

Date Revised:

Cost Summary

Mill Street Bridge Replacement over Town Creek

Construction Engineering & Inspection Services

Volkert, Inc.

Labor Costs

CE&I Services \$ 91,470.95

Direct Costs

CE&I Services \$ 8,077.60

Subtotal Volkert, Inc. \$ 99,548.55

SOL

Labor Costs

CE&I Services \$ 12,896.92

Direct Costs

CE&I Services \$ 1,948.80

Subtotal Cost SOL \$ 14,845.72

TICE

Labor Costs

Survey Services \$ 12,635.64

Direct Costs

Survey Services \$ 436.80

Subtotal Cost TICE \$ 13,072.64

Burns Cooley Dennis

Labor Costs

Testing Services \$ 9,809.35

Direct Costs

Testing Services \$ 1,872.72

Subtotal Cost Burns Cooley Dennis \$ 11,682.07

PROJECT TOTAL COSTS \$ 139,148.98

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Volkert, Inc

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>150.77% %</u>
Home FCCM	<u>0.31%</u>
Field Overhead Rate ²	<u>119.28% %</u>
Field FCCM	<u>0.30%</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal	\$ 75.52	\$ 113.86	\$ 22.73	\$ 0.24	\$ 212.11
Project Manager		\$ -	\$ -		\$ -
Project Engineer	\$ 45.00	\$ 67.85	\$ 13.54	\$ 0.14	\$ 126.39
Eng II RWD	\$ 45.57	\$ 68.71	\$ 13.71	\$ 0.14	\$ 127.99
EIT BRD	\$ 37.50	\$ 56.54	\$ 11.28	\$ 0.12	\$ 105.32
Sr. Inspector	\$ 37.00	\$ 44.13	\$ 9.74	\$ 0.11	\$ 90.87
Inspector II		\$ -	\$ -		\$ -
Administrative Assistant	\$ 27.00	\$ 40.71	\$ 8.12	\$ 0.08	\$ 75.83
{additional classifications}		\$ -	\$ -		\$ -

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Sr. Inspector	\$ 37.00	\$ 44.13	\$ 9.74	\$ 109.37
		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Volkert, Inc

Construction Engineering & Inspection Services

STP-7281-00(002)LP/108070-701000

POSITION TITLE	REGULAR HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Hours Per Month																
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
Principal						4	4	4	4	4	4	4	8	0	28	\$ 212.11	\$ 5,939.00
Project Manager														0	0	\$ -	\$ -
Project Engineer						45	45	45	45	45	45	45	45	0	270	\$ 126.39	\$ 34,124.78
Eng II RWD						8	8	8	8	8	8	8	8		16	\$ 127.89	\$ 2,047.82
EIT BRD						6	6	6	6	6	6	6	6		48	\$ 105.32	\$ 5,055.52
Sr. Inspector						75	75	75	75	75	75	75	75	0	450	\$ 90.87	\$ 40,891.33
Inspector II														0	0	\$ -	\$ -
Administrative Assistant						5	5	5	5	5	5	5	20	0	45	\$ 75.83	\$ 3,412.48
(additional classifications)														0	0	\$ -	\$ -

Labor Subtotal (Regular) \$ 91,470.95

STP-7281-00(002)LP/108070-701000

POSITION TITLE	OVERTIME HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Overtime Hours Per Month																
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Sr. Inspector														0	0	\$ 108.37	\$ -
(additional classifications)														0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR'S Project Completion Time: 87 Working Days
 Construction Cost Estimate: \$1,795,510.98

DIRECT COSTS ****
Volkert, Inc.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer			\$3,628.80			\$ 3,628.80
Sr. Inspector			\$1,948.80			\$ 1,948.80
Inspector II						\$ -
Administrative Assistant				\$ 2,500.00		\$ 2,500.00
{additional classifications}						\$ -
TOTAL						\$ 8,077.60

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.56 per mile

6 days meals of \$36

BILLING RATE TABLE SOL

Construction Engineering & Inspection Services

Home Overhead Rate ²	169.38% %
Field Overhead Rate ²	114.06% %
Field FCCM	0.14% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal		\$ -	\$ -		\$ -
Project Manager	\$ 38.95	\$ 65.97	\$ 12.59	\$ 0.05	\$ 117.57
Project Engineer		\$ -	\$ -		\$ -
Sr. Inspector		\$ -	\$ -		\$ -
Inspector I	\$ 21.00	\$ 23.95	\$ 5.39	\$ 0.03	\$ 50.38
Administrative Assistant		\$ -	\$ -		\$ -
{additional classifications}		\$ -	\$ -		\$ -

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

SOL

Construction Engineering & Inspection Services

STP-7281-00(002)LP/PA/108070-701000	POSITION TITLE	REGULAR HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension				
		Hours Per Month																			
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May								
	Principal											4	4	4	4	4	0	0	0 \$	\$ -	
	Project Manager																	0	24 \$	\$ 117.57	2,821.65
	Project Engineer																	0	0 \$	\$ -	-
	Sr. Inspector																	0	0 \$	\$ -	-
	Inspector I											30	34	34	34	34	0	0	200 \$	\$ 50.38	10,075.26
	Administrative Assistant																	0	0 \$	\$ -	-
	{additional classifications}																	0	0 \$	\$ -	-
Labor Subtotal (Regular) \$ 12,896.92																					

STP-7281-00(002)LP/PA/108070-701000	POSITION TITLE	OVERTIME HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension				
		Overtime Hours Per Month																			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
	Inspector I																	0	0 \$	\$ -	-
	Inspector II																	0	0 \$	\$ -	-
	{additional classifications}																	0	0 \$	\$ -	-
Labor Subtotal (Overtime) \$ -																					

DIRECT COSTS **** SOL

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Sr. Inspector						\$ -
Inspector I			\$ 1,948.80			\$ 1,948.80
Administrative Assistant						\$ -
{additional classifications}						\$ -
TOTAL						\$ 1,948.80

Insp I 40miles per day for 87 days @ \$0.56/mile =

1948.8

BILLING RATE TABLE
Tice Surveying
Construction Engineering & Inspection Services

Home Overhead Rate ²	_____ %
Field Overhead Rate ²	108.41% %
Field FCCM	1.71%
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	FCCM	Regular Billing Rate
Principal	\$ 75.00	\$ 81.31	\$ 18.76	\$ 1.28	\$ 176.35
Professional Surveyor	\$ 37.60	\$ 40.76	\$ 9.40	\$ 0.64	\$ 88.41
Crew Manager	\$ 31.00	\$ 33.61	\$ 7.75	\$ 0.53	\$ 72.89
Party Chief	\$ 21.50	\$ 23.31	\$ 5.38	\$ 0.37	\$ 50.55
Instrument Man	\$ 15.00	\$ 16.26	\$ 3.75	\$ 0.26	\$ 35.27
CAD Tech	\$ 31.00	\$ 33.61	\$ 7.75	\$ 0.53	\$ 72.89
Clerical	\$ 17.50	\$ 18.97	\$ 4.38	\$ 0.30	\$ 41.15

OVERTIME BILLING RATES ^{*}**

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
	_____	\$ -	\$ -	\$ -
	_____	\$ -	\$ -	\$ -
{additional classifications}	_____	\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOURLY DISTRIBUTION / LABOR COSTS

Tice Surveying

Construction Engineering & Inspection Services

STP-7286-00(005)_LPA/108071-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
Principal						1				1			1	0	5	\$ 176.35	\$ 881.73
Professional Surveyor						2				2			2	0	10	\$ 88.41	\$ 884.09
Crew Manager						4				4			4	0	20	\$ 72.89	\$ 1,457.80
Party Chief						10				10			10	0	50	\$ 50.55	\$ 2,527.64
Instrument Man						10				10			10	0	50	\$ 35.27	\$ 1,763.47
CAD Tech						4				16			16	0	68	\$ 72.89	\$ 4,956.52
Clerical						1				1			1	0	4	\$ 41.15	\$ 164.59
															Labor Subtotal (Regular) \$ 12,635.84		

STP-7286-00(005)_LPA/108071-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Inspector I														0	0	\$ -	\$ -
Inspector II														0	0	\$ -	\$ -
(additional classifications)														0	0	\$ -	\$ -
															Labor Subtotal (Overtime) \$ -		

DIRECT COSTS ****
TICE Surveying
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Survey Crew			\$ 436.80			\$ 436.80
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL						\$ 436.80

**** Provide detail for breakdown of Direct Costs

3 Round trips - Wiggins to Jackson - 260 Miles x 3 = 780 Miles x \$0.56 = \$436.80

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Mill Street Bridge Over Town Creek

MDOT Project No.

STP-7261-00(002)LPA/108070-701000

Testing Firm Name

Burns Cooley Dennis

MDOT District Material Engineer Approval Date for the S&T Report

Completed 11/4/2020

Field Overhead Rate 167.33%
 Field FCCM 1.030%
 Profit 12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate
Project Manager	\$ 80.00	\$ 133.86	\$ 25.66	\$ 0.82	\$ 240.35
Project Engineer	\$ 65.00	\$ 108.78	\$ 20.85	\$ 0.67	\$ 195.29
Materials Engineer	\$ 45.00	\$ 75.30	\$ 14.44	\$ 0.46	\$ 135.20
Admin Asst	\$ 20.00	\$ 33.47	\$ 6.42	\$ 0.21	\$ 60.09
Field Technician	\$ 25.00	\$ 41.83	\$ 8.02	\$ 0.08	\$ 74.94

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Manager	11	\$ 240.35	\$ 2,643.87
Project Engineer	5	\$ 195.29	\$ 976.43
Materials Engineer	6	\$ 135.20	\$ 811.19
Admin Asst	12	\$ 60.09	\$ 721.06
Field Technician	62	\$ 74.94	\$ 4,645.97
SUBTOTAL - LABOR COSTS	98		\$ 9,788.51

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength (T22)	18	Each	\$ 25.00	\$ 450.00
Standard Proctors (MT-8)	2	Each	\$ 225.00	\$ 450.00
Atterberg Limits T 89 and T 90	2	Each	\$ 60.00	\$ 120.00
Coarse Aggregate Gradation (T27)	2	Each	\$ 125.00	\$ 250.00
Fine Aggregate Gradation (T27)	2	Each	\$ 125.00	\$ 250.00
Minus No. 200 Wash (T11)	2	Each	\$ 45.00	\$ 90.00
Nuclear Density Tests (T312)	6	Each	\$ 25.00	\$ 150.00
SUB-TOTAL - FIELD AND LABORATORY				\$ 1,760.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	510	Miles	\$ 0.560	\$ 285.60
SUB-TOTAL - EXPENSE ITEMS				\$ 285.60

TOTAL PROPOSED FEE \$11,844.11

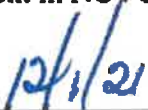
Office of the City Attorney

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 THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY is legally sufficient for placement in NOYUS Agenda.


CATORIA P. MARTIN, City Attorney


Date

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY

WHEREAS, the Office of the City Attorney is presently receiving Westlaw legal research services pursuant to an agreement with Thomson Reuters, which will expire on January 27, 2022; and

WHEREAS, said agreement was executed on December 27, 2018 for thirty-six (36) months at a rate of \$1,798.08 per month; and

WHEREAS, Westlaw has the largest and most organized collection of legal data available; and

WHEREAS, Westlaw has proposed to continue the services for an additional thirty-six (36) months at a rate of \$2,054.40 per month for the first year, \$2,116.03 per month for the second year, and \$2,179.51 per month for the third year; and

WHEREAS, it is necessary for the Office of the City Attorney to research federal case law in Mississippi, Fifth Circuit case law, United States Supreme Court case law, as well as federal and state case law from other jurisdictions; and

WHEREAS, the Office of the City Attorney recommends the acceptance of the thirty-six (36) month proposal from Thomson Reuters.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a 36-month agreement with Thomson Reuters (Westlaw) to provide legal research services to be used by the Office of the City Attorney, at the rate of \$2,054.40 per month for the first year, a rate of \$2,116.03 per month for the second year and a rate of \$2,179.51 per month for the third year.

Agenda Item # 45
Agenda Date December 7, 2021
(C.Martin, 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

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor
FROM: Catoria P. Martin, City Attorney
DATE: December 30, 2021
RE: Agenda Item

The Office of the City Attorney's current legal research plan with Thomson Reuters (Westlaw) expires on January 1, 2022. We are recommending the acceptance of a renewal proposal from Thomson Reuters for an additional 36 months. West Law is more economical, user friendly and efficient for our research needs. It is necessary for the Office of the City Attorney to research federal case law in Mississippi, Fifth Circuit case law, United States Supreme Court case law, as well as federal and state case law from other jurisdictions because of the complex litigation faced by the City on a regular basis.

This is a 36-month agreement with a rate of \$2,054.40 per month for the first year, a rate of \$2,116.03 per month for the second year and a rate of \$2,179.51 per month for the third year.

CT/mc
Attachments

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/7/21

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS (WESTLAW) TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY
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	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	
5.	Schedule (beginning date)	Upon City Council approval
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Office of the City Attorney
8.	COST	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund
10.	EBO participation	ABE _____% WAIVER yes ___ no ___ N/A X AABE _____% WAIVER yes ___ no ___ N/A X WBE _____% WAIVER yes ___ no ___ N/A X HBE _____% WAIVER yes ___ no ___ N/A X NABE _____% WAIVER yes ___ no ___ N/A X

Revised 2-04

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A HAPPY NEW YEAR, 2022

WHEREAS, the well-being of family and community shall be considered in this resolution;
and

WHEREAS, the holiday, referred to as New Year, marks the end of the year and time to start afresh, make new and/or evaluate decisions as we prepare for 2022; the new year has not always been celebrated on January 1st and is not recognized in some cultures; and

WHEREAS Saturday, January 1, 2022, will be celebrated as a time for family to gather, share a delightful meal, reflect on its journey, renew personal and family commitment(s); and

WHEREAS, as the countdown to midnight begins, we admonish each person to take a moment to reflect, introspect and change or make new plans as we go forward into the New Year;
and

WHEREAS, we encourage our citizens to relax, restore and recommit to investing our time and talents for the betterment of our family, community, City of Jackson, state and nation; and

WHEREAS, we wish for each citizen a safe and fulfilling New Year.

NOW, THEREFORE BE IT RESOLVED, that Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a Happy New Year.

SO RESOLVED, this the ____ day of December, 2021.

Agenda Item No.: 46

Date: December 7, 2021

BY: Stokes

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF CITIZENS OF A HAPPY AND SAFE KWANZAA
CELEBRATION

WHEREAS, the City of Jackson and the world pause to celebrate KWANZAA on December 26th through January 1st of each year; and

WHEREAS, the annual celebration is marked by community gatherings, cultural events and historical commemorations; and

WHEREAS, KWANZAA events are held nightly with each night being designated by a guiding principle: 1) Umoja (Unity), 2) Kujichagulia, 3) Ujima, 4) Ujamaa, 5) Nia, 6) Kuumba and 7) Imani; and

WHEREAS, the Jackson City Council promotes safety and expresses its hope for a positive and enlightening cultural experience for all.

THEREFORE, BE IT RESOLVED, that the City Council of Jackson, Mississippi encourages the Citizens of the City of Jackson to have a safe, happy KWANZAA celebration.

SO RESOLVED, this the _____ day of December, 2021.

Agenda Item No. 47
Date: December 7, 2021
By: STOKES

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF THE CELEBRATION OF A MERRY CHRISTMAS

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, the first official mention of December 25th as a holiday honoring Jesus' birthday appeared on an early Roman calendar from 336 A.D.; and

WHEREAS, the celebration of Christmas spread throughout the Western world over the next several centuries; in 1870, Christmas became a federal holiday; Christians throughout the world will celebrate this day; and

WHEREAS, Saturday, December 25, 2021, will be celebrated as a time for family to: gather, focus on the center of Christmas - -the birth of Jesus, prepare and share in fellowship and food; and

WHEREAS, as we celebrate this joyous season, may we embrace ways to love and serve humankind throughout the year; and

WHEREAS, we wish each citizen a safe, joyful and peaceful Christmas, filled with love.

NOW, THEREFORE BE IT RESOLVED, Councilman Kenneth I. Stokes and his Council colleagues recognize and wish for each of you, a very Merry Christmas.

SO RESOLVED, this the 7th day of December, 2021.

Agenda Item No. 48
Date: December 7, 2021
BY: Stokes

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE 2022 REVEREND DR. MARTIN LUTHER KING, JR.
BIRTHDAY CELEBRATION OBSERVANCE**

WHEREAS, Reverend Dr. Martin Luther King, Jr was born January 15, 1929 and fell to the bullet of an assassin on April 4, 1968 which saddened hearts of people throughout the world; and

WHEREAS, the Reverend Dr. Martin Luther King, Jr. celebration shall be observed January, 2022 in Jackson, MS; and

WHEREAS, minister, Nobel Peace Prize recipient, civil and human rights drum major and leader, Reverend Dr. King, Jr. was at the helm of unparalleled efforts on behalf of the poor and disenfranchised in the United States and throughout the world; and

WHEREAS, the entire nation and world will join in the Reverend Dr. Martin Luther King, Jr. Birthday Celebration, 2022; we in Jackson, Mississippi will observe through: literary contests, Youth Day at the Mississippi State Capitol, church celebrations, choir performances, crowned by an enlightening Awards Banquet, January 14, 2022; the largest Martin Luther King, Jr. Observance Parade in the United States, January 15, 2022 and a Birthday Bash, January 17, 2022.

THEREFORE, IT IS HEREBY RESOLVED, that the City of Jackson is hereby authorized to support and join the Reverend Dr. Martin Luther, King, Jr. Birthday Celebration Observance, 2022.

SO RESOLVED, this the 7th day of December, 2021.

Agenda Item No. 49
Date: December 7, 2021
By; STOKES

RESOLUTION ADOPTING THE 2022 REGULAR COUNCIL MEETING SCHEDULE OF THE JACKSON CITY COUNCIL.

WHEREAS, Section 21-8-11(2) of the Mississippi Code Annotated (1972), as amended, specifies that, under the mayor-council form of government, that “regular public meetings of the council shall be held on the first Tuesday after the first day of July after the election of the members of the council that is not on a weekend and at least monthly thereafter on the first Tuesday after the first Monday in each month, or at such other times as the council by order may set; and

WHEREAS, Jackson Code of Ordinances, Section 2-62(b), states that “regular meetings of the council shall be held on every other Tuesday at 10:00 a.m. except that on the second meeting of the month, the meeting shall be held at 6:00 p.m.; and

WHEREAS, Section 2-62(b) further states that at 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting; and

WHEREAS, the Office of the Clerk of the Council has determined the 2022 Regular Council Meeting Schedule of the Jackson City Council, pursuant to the above-referenced statute and ordinances, as follows:

**2022
Regular City Council Meeting Schedule**

City Council Regular Meeting Dates	Time
January 4, 2021	10:00 a.m.
January 18, 2021	6:00 p.m.
February 1, 2021	10:00 a.m.
February 15, 2021	6:00 p.m.
March 1, 2021	10:00 a.m.
March 15, 2021	6:00 p.m.
March 29, 2021	10:00 a.m.
April 5, 2021	10:00 a.m.
April 19, 2021	6:00 p.m.
May 3, 2021	10:00 a.m.
May 17, 2021	6:00 p.m.
May 31, 2021	10:00 a.m.
June 7, 2021	10:00 a.m.
June 21, 2021	6:00 p.m.
July 5, 2021	10:00 a.m.
July 19, 2021	6:00 p.m.
August 2, 2021	10:00 a.m.
August 16, 2021	6:00 p.m.
August 30, 2021	10:00 a.m.
September 6, 2021	10:00 a.m.
September 20, 2021	6:00 p.m.
October 4, 2021	10:00 a.m.
October 18, 2021	6:00 p.m.
November 1, 2021	10:00 a.m.
November 15, 2021	6:00 p.m.
November 29, 2021	10:00 a.m.
December 13, 2021	10:00 a.m.
December 27, 2021	6:00 p.m.

**ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY,
FOR A VERISIGHT PRO PLUS 60M (200FT) SYSTEM WITH WHEEL
KIT, TO INSPECT DRAINAGE ISSUE THROUGHOUT THE CITY OF
JACKSON. (ALL WARDS)**

OFFICE OF THE CITY ATTORNEY
12/21/21

WHEREAS, the City of Jackson solicited seal competitive bids from two contractors, Sansom Equipment Company and Environmental Products Group (Florida) to purchase a Verisight Pro Plus 60M (200ft) System with Wheel Kit to inspect drainage issue throughout the City of Jackson; and

WHEREAS, the bid received from Sansom Equipment Company in an amount of \$10,250.00 was the lowest bid and met the specifications; and

WHEREAS, the Department of Public Works recommends that the governing authorities accept the bid of Sansom Equipment Company as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Sansom Equipment Company, in an amount of \$10,250.00, is accepted as the lowest and best bid for the purchase of a Verisight Pro Plus 60M (200ft) System with Wheel Kit to inspect drainage issues throughout the City of Jackson consistent with the bid solicitation.

Agenda Item No. 52
Agenda Date December 7, 2021
(King, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 18, 2021

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY, FOR A VERISIGHT PRO PLUS 60M (200FT) SYSTEM WITH WHEEL KIT, TO INSPECT DRAINAGE ISSUE THROUGHOUT THE CITY OF JACKSON. (ALL WARDS)			
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. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	City of Jackson			
4.	Benefits	Drainages			
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 	All Wards			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	This project is implemented by the Infrastructure Management Division			
8.	COST	\$10,250.00			
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"/> 	001.451.25.6240			
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 _____	_____ _____ _____ _____ _____



**City of Jackson
Department of Public Works**

To: Honorable Mayor Chokwe Lumumba

From: Marlin King, Director
Department of Public Works

Date: November 18, 2021

Agenda Item: **ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY, FOR A VERISIGHT PRO PLUS 60M (200FT) SYSTEM WITH WHEEL KITS, TO INSPECT DRAINAGE ISSUE THROUGHOUT THE CITY OF JACKSON. (ALL WARDS)**

Item #: N/A

Council Meeting: Regular Council Meeting, December 07, 2021

Consultant/Contractor: Sansom Equipment Company

Purpose: To inspect drainage issues throughout the City of Jackson

Cost: \$10,250.00

Project/Contract Type: **Drainage Issues**

Funding Source: **General Fund - 001.451.25.6240**

Schedule/Time: **Upon City Council Approval**

DPW Manager: **Tony Howard**

Background: To purchase a Verisight Pro Plus 60M (200ft) System with Wheel Kit to inspect drainage issue throughout the City of Jackson.


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
12/2/21

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF SANSOM EQUIPMENT COMPANY, FOR VERISIGHT PRO PLUS 60M (200FT) SYSTEM WITH WHEEL KIT, TO INSPECT DRAINAGE ISSUE THROUGHOUT THE CITY OF JACKSON (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

12/2/21

DATE



QUOTE

QUOTE # SECQ4066

DATE Nov 17, 2021

SOURCEWELL CUSTOMER ID #

SOURCEWELL CONTRACT #

To: Antonio Wiggins
 City of Jackson
 4225-C Michael Avalon Street
 Jackson, MS 39205
 United States

Sales Contact: John Schwartz
 251-533-5786
 john@secequip.com

601-850-6234
 awiggins@jacksonms.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Budgetary	Customer Location	Immediate	Net Delivery

QTY	DESCRIPTION
-----	-------------

1 Verisight Pro Plus 60M (200ft) System

1 Freight

1 Optional Equipment

1 Wheel Kit \$650.00

This quote does not include any federal, state, or local taxes.
 * In stock equipment are subject to prior sale. *

TOTAL \$10,250.00

This quote is valid for 30 Days.

Please contact me if I can be of further assistance.

BIRMINGHAM AL OFFICE

2800 Powell Avenue
 Birmingham, AL 35233
 Ph: (205) 324-3104
 Fax: (205) 324-2679

MOBILE AL OFFICE

2025 West I-65 Service Road North
 Mobile, AL 36618
 Ph: (251) 631-3766
 Fax: (251) 631-3768

SHELBYVILLE TN OFFICE

3196 Highway 231 North
 Shelbyville, TN 37160
 Ph: (615) 696-7066
 Fax: (615) 413-5323

STONECREST GA OFFICE

2601 S Stone Mountain Lithonia Road
 Stonecrest, GA 30058
 Ph: (706) 685-6900
 Fax: (706) 609-3491



CITY OF JACKSON, MS
ATTN: ANTONIO WIGGINS
4225-C MICHAEL AVALON ST.
JACKSON, MS 39205

11/17/2021

Quote – Envirosight Push Camera, 200'

<u>Quantity</u>	<u>Item/Part No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	E-V-SYS-SPP-009	ENVIROSIGHT VSP PRO+ PUSH CAMERA	\$ 11,000.00	\$ 11,000.00
		Verisight PRO Plus Push Camera System - Standard Package with 200' cable, self-leveling camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 3 skids, and tooling.		\$ 0.00
1	Kit	WHEEL KIT	\$ 850.00	\$ 850.00
1	Freight	SHIPPING TO CUSTOMER	\$ 350.00	\$ 350.00
			Subtotal	\$ 12,200.00
			Sales Tax	\$ 0.00
			Total	\$ 12,200.00

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group (Florida)

Cell: (407) 608-0544

Email: bstewart@myepg.com



2525 Clarcona Road Apopka, FL 32703

ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0037-061-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS

WHEREAS, the Jackson Municipal Airport Authority (“JMAA”) has applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an Airport Rescue Grant for purposes directly related to the Jackson-Medgar Wiley Evers International Airport (“JAN”), including the reimbursement of certain operational and maintenance expenses and debt service payments; and

WHEREAS, in response to JMAA’s application, the FAA offered to JMAA Airport Rescue Grant Offer NO. 3-28-0037-061-2022 (the “**AIRPORT RESCUE GRANT**”) in an amount not-to-exceed Six Million, One Hundred Forty-Nine Thousand, Five Hundred Eighty-One Dollars (\$6,149,581.00) with certain employee retention requirements; and

WHEREAS, through its Chief Executive Officer, JMAA has accepted the **AIRPORT RESCUE GRANT OFFER**; and

WHEREAS, the **AIRPORT RESCUE GRANT OFFER NO. 3-28-0037-061-2022** provides for maintenance of safe and efficient airport operations at JAN; specifically, **AIRPORT RESCUE GRANT** funds must be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, debt service payments, and to otherwise prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, in order for JMAA to receive the **AIRPORT RESCUE GRANT**, the FAA requires that the City of Jackson, Mississippi (“City”), as the local government sponsor of JMAA, execute multiple copies of the Airport Rescue Grant Agreement with the FAA, as the City has previously done with respect to other grants to JMAA from the FAA; and

WHEREAS, as the local government sponsor of JMAA, the City must authorize the Mayor and City Attorney of the City to execute the Airport Rescue Grant Agreements to activate the **AIRPORT RESCUE GRANT**; and

WHEREAS, the FAA circulated the Airport Rescue Grant Agreement for execution by the Mayor and the City Attorney prior to obtaining the City’s resolution authorizing

Agenda Item No. 53
Agenda Date December 7, 2021
(C.Martin, Lumumba)

such action, and the FAA nevertheless requires that such resolution and action be authorized, approved, and ratified.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi that the City, acting as the local government sponsor of JMAA, hereby approves and accepts **AIRPORT RESCUE GRANT OFFER NO. 3-28-0037-061-2022**, for purposes directly related to the Jackson-Medgar Wiley Evers International Airport, including the reimbursement of certain operational and maintenance expenses as previously stated hereinabove and certain debt service payments; and

IT IS FURTHER ORDERED that the Mayor, 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 Airport Rescue Grant Agreement with the FAA, in connection with **FAA AIRPORT RESCUE GRANT OFFER NO. 3-28-0037-061-2022**, which provides for maintaining safe and efficient airport operations at the Jackson-Medgar Wiley Evers International Airport.

IT IS FURTHER ORDERED that all acts by the Mayor and the City Attorney of the City of Jackson, Mississippi to secure the grant funds in accordance with **FAA AIRPORT RESCUE GRANT OFFER NO. 3-28-0037-061-2022** are hereby approved, adopted, and ratified; and

IT IS FURTHER ORDERED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0037-061-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/6/21

DATE

ORDER APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0038-026-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS

WHEREAS, the Jackson Municipal Airport Authority (“JMAA”) has applied to the United States Department of Transportation, Federal Aviation Administration (“FAA”), for an Airport Rescue Grant for purposes directly related to Hawkins Field Airport (“HKS”), including the reimbursement of certain operational and maintenance expenses and debt service payments; and

WHEREAS, in response to JMAA’s application, the FAA offered to JMAA Airport Rescue Grant Offer NO. 3-28-0038-026-2022 (the “AIRPORT RESCUE GRANT”) in an amount not-to-exceed Fifty-Nine Thousand Dollars (\$59,000.00); and

WHEREAS, through its Chief Executive Officer, JMAA has accepted the AIRPORT RESCUE GRANT OFFER; and

WHEREAS, the AIRPORT RESCUE GRANT OFFER NO. 3-28-0038-026-2022 provides for maintenance of safe and efficient airport operations at HKS; specifically, AIRPORT RESCUE GRANT funds must be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, debt service payments, and to otherwise prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, in order for JMAA to receive the AIRPORT RESCUE GRANT, the FAA requires that the City of Jackson, Mississippi (“City”), as the local government sponsor of JMAA, execute multiple copies of the Airport Rescue Grant Agreement with the FAA, as the City has previously done with respect to other grants to JMAA from the FAA; and

WHEREAS, as the local government sponsor of JMAA, the City must authorize the Mayor and City Attorney of the City to execute the Airport Rescue Grant Agreements to activate the AIRPORT RESCUE GRANT; and

WHEREAS, the FAA circulated the Airport Rescue Grant Agreement for execution by the Mayor and the City Attorney prior to obtaining the City’s resolution authorizing such action, and the FAA nevertheless requires that such resolution and action be authorized, approved, and ratified.

Agenda Item No. 54
Agenda Date December 7, 2021
(C.Martin, Lumumba)

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi that the City, acting as the local government sponsor of JMAA, hereby approves and accepts **AIRPORT RESCUE GRANT OFFER NO. 3-28-0038-026-2022**, for purposes directly related to Hawkins Field Airport, including the reimbursement of certain operational and maintenance expenses as previously stated hereinabove and certain debt service payments; and

IT IS FURTHER ORDERED that the Mayor, 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 Airport Rescue Grant Agreement with the FAA, in connection with **FAA AIRPORT RESCUE GRANT OFFER NO. 3-28-0038-026-2022**, which provides for maintaining safe and efficient airport operations at the Hawkins Field Airport.

IT IS FURTHER ORDERED that all acts by the Mayor and the City Attorney of the City of Jackson, Mississippi to secure the grant funds in accordance with **FAA AIRPORT RESCUE GRANT OFFER NO. 3-28-0038-026-2022** are hereby approved, adopted, and ratified; and

IT IS FURTHER ORDERED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith.

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 APPROVING CO-SPONSORSHIP, WITH THE JACKSON MUNICIPAL AIRPORT AUTHORITY, OF THE AIRPORT RESCUE GRANT APPLICATION; APPROVAL AND ACCEPTANCE OF GRANT OFFER NO. 3-28-0038-026-2022 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO HAWKINS FIELD AIRPORT, INCLUDING THE REIMBURSEMENT OF CERTAIN OPERATIONAL AND MAINTENANCE EXPENSES AND DEBT SERVICES PAYMENTS; AUTHORIZATION OF THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AIRPORT RESCUE GRANT AGREEMENTS; AND ADOPTION AND RATIFICATION OF ALL ACTS BY THE MAYOR AND THE CITY ATTORNEY TO SECURE SAID GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

12/6/21

DATE