

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF OCTOBER 6, 2020  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
\*\*\*\*\***

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. WARD 3**
  - 1. Ratify Certification of Special Election & Swearing In
- V. PUBLIC HEARINGS**
  - 1. Zone Map Change – PUD Zoning, Submitted by Long Beach LLC, Charles Gant
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Proclamation – Domestic Violence Awareness Month
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. September 15, 2020 Regular
    - b. September 17, 2020 Recessed
  - 2. PLANNING & DEVELOPMENT COMMISSION
    - a. September 24, 2020 Regular – no quorum
  - 3. PORT COMMISSION
    - a. September 17, 2020 – cancelled due to Hurricane Sally
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 100620
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
  - 1. Resignation of Port Commission President Phil Kies
  - 2. Ordinance – Repeal Ord 620 Creating the Municipal Port Commission
  - 3. Resignation of Library Board Member Shea Crosby
  - 4. Kiwanis Club – Howard Lock
  - 5. Authorize Advertisement for School Board
- XII. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Water Dept – Step Increase (1)
    - b. Recreation – Step Increase (2)
    - c. Building Office – Civil Service Slot (1); Step Increase (1)
    - d. City Clerk's Office – Step Increase (2)
    - e. Mayor's Office – Civil Service Slot (1); Increase (1)
    - f. Library – Part-time New Hire (2)
  - 3. CITY CLERK
    - a. Municipal Compliance Questionnaire FY 2020
    - b. Accept FY 2019 Financial Audit
    - c. Engage for 2020 Audit
    - d. Budget Amendment FY 21; Police Dept.
  - 4. FIRE DEPARTMENT
    - a. Contract – ESO; EMS software
  - 5. POLICE DEPARTMENT
    - a. Contract – AGJ; IT Services
    - b. Contract – Humane Society; Animal Control Services
  - 6. ENGINEERING
    - a. Contract – Pickering; Preliminary Engineering Klondyke Rd & Commission Rd
    - b. Contract – Pickering; Engineering Trautman Bayou @ Magnolia Drive
    - c. Memorandum of Negotiation – Overstreet & Assoc; Trautman Basin Lift Station
    - d. Award Bid – Harbor Pavement & Sidewalk Repairs; Gibson Maintenance
    - e. Asphalt Repairs/Overlays
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
  - 10. HARBOR
  - 11. DERELICT PROPERTIES
    - a. Schedule Public Hearing – 115 Pirate Ave; Assessed to Phyllis A. Bourn
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in October, 2020, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

\*\*\*\*\*

# Minutes of October 6, 2020 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and  
unanimously carried to ratify the following Certification of Special Election for Ward 3:

## City of Long Beach

BOARD OF ALDERMEN  
Donald Frazer - At-Large  
Ronald Robertson - Ward 1  
Bernie Parker - Ward 2  
Kelly Griffin - Ward 3  
Timothy McCaffrey, Jr. - Ward 4  
Mark E. Lishen - Ward 5  
Patricia Bennett - Ward 6



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

September 25, 2020

Honorable Michael Watson  
Mississippi Secretary of State  
401 Mississippi Street  
Jackson, MS 39205  
Attn: Elections Division

RE: Certification of Special Election

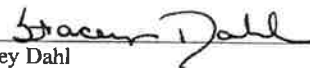
Dear Sir:

On September 24, 2020, Long Beach Mississippi, duly empaneled Election Commission, after proper notice and publication, certified the qualifications of Angela "Angie" Johnson, as a candidate for Alderman Ward 3, City of Long Beach, Mississippi, and further, that she was the only candidate to qualify for Alderman Ward 3, City of Long Beach, Mississippi, at the close of the qualifying deadline.

Pursuant to Section 23-15-857 of the Mississippi Code, please accept this as certification of the Long Beach Mississippi City Clerk, or the Governing Authorities dispensing with the election and the appointment of Angela "Angie" Johnson as Alderman Ward 3, City of Long Beach, Mississippi, and respectfully requests that she be commissioned by the Governor.

SO CERTIFIED, this the 25<sup>th</sup> day of September, 2020.



  
Stacey Dahl  
Long Beach, Mississippi, City Clerk

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822  
www.cityoflongbeachms.com

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Minutes of September 24, 2020  
Municipal Election Commission  
P.O. Box 929, 201 Jeff Davis Avenue  
Long Beach, MS 39560

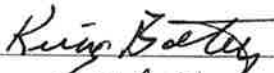
Be it remembered that the City of Long Beach Municipal Election Commission met in a Regular Meeting September 24, 2020, at 4:30 p.m. in the Long Beach City Clerk's Office, there being present City Clerk Stacey Dahl, Commissioners King Batey, Joe Fleming, and Patricia Wescovich-Smith.

There being a quorum present sufficient to transact the business of this meeting, the following proceedings were had and done.

In accordance with Mississippi Code Section 23-15-361 (5) and 23-15-857, we the Municipal Election Commissioners of the City of Long Beach, certify that Angela "Angie" Johnson is the sole candidate duly qualified to run in the Special Election for Alderman Ward 3, and dispense with the Special Election for Alderman Ward 3 as there was one (1) candidate that qualified.

Commissioner Fleming made motion seconded by Commissioner Batey and unanimously carried to declare Angela "Angie" Johnson the only candidate elected without opposition and meeting all qualifications to hold the office of Ward 3 Alderman and so certify the same to the City Clerk.

Signed this the 24<sup>th</sup> day of September, 2020.

 King Batey

 Joe Fleming

 Patricia Wescovich-Smith

\*

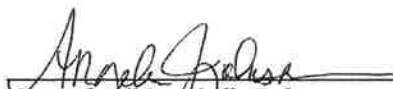
\*

Minutes of October 6, 2020  
Mayor and Board of Aldermen



**OATH OF OFFICE**

***I, Angela "Angie" Johnson, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Alderman, Ward 3, in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 6<sup>th</sup> day of October, 2020. So help me God.***

  
\_\_\_\_\_  
**Angela "Angie" Johnson**  
**City of Long Beach, Mississippi**

**WITNESS:**  
  
\_\_\_\_\_  
**Jacqueline Johnson**  
**City of Long Beach, Mississippi**

**Sworn to and subscribed before me, this the 6<sup>th</sup> day of October, 2020.**



  
\_\_\_\_\_  
**Stacey Dahl, City Clerk**

\*\*\*\*\*

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 6<sup>th</sup> day of October, 2020, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mark E. Lishen,

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of this public hearing, the following proceedings were had and done.

\*\*\*\*\*

A public hearing to consider a Zone Map Change for property located at Tax Parcels 0511N-01-004.000, 0511N-01-004.001, 0511N-01-004.002, 0511N-01-004.003, 0511N-01-004.004, 0511N-01-004.005, 0511N-01-004.006, 0511N-01-004.007, 0511N-01-004.008, 0511N-01-004.009, 0511N-01-004.010, and 0511N-01-004.011, submitted by Long Beach LLC, Charles Gant was called to order.

The Mayor recognized the Deputy City Clerk for her report, whereupon Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on September 1, 2020, she did cause to be sent Legal Notice of Public Hearing to one hundred twenty-eight (128) property owners within one hundred sixty feet (160") of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue.

# Minutes of October 6, 2020 Mayor and Board of Aldermen

## City of Long Beach

BOARD OF ALDERMEN  
Donald Frazer - At-Large  
Ronald Robertson - Ward 1  
Bernie Parker - Ward 2  
Kelly Griffin - Ward 3  
Timothy McCaffrey, Jr. - Ward 4  
Mark E. Lishen - Ward 5  
Patricia Bennett - Ward 6



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

### LEGAL NOTICE

#### PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Mayor and Board of Aldermen for the City of Long Beach will hold a public hearing for the purpose of considering a **ZONING MAP CHANGE**.

Long Beach, LLC, Charles Gant, 14397 Creosote Road, Gulfport, MS, 39503, has filed an application for a Zone Map Change in accordance with the Comprehensive Long Beach Unified Land Ordinance. **The applicant(s) is requesting to change the zoning classification from an R-1, Single Family Residential, and C-2, General Commerical, zones to develop A Planned Unit Development District (PUD), as described in Ordinance 598, Section 98 .** The Tax Parcel Numbers are: 0511N-01-004.000, 0511N-01-004.001, 0511N-01-004.002, 0511N-01-004.003, 0511N-01-004.004, 0511N-01-004.005, 0511N-01-004.006, 0511N-01-004.007, 0511N-01-004.008, 0511N-01-004.009, 0511N-01-004.010, and 0511N-01-004.011.

Legal descriptions are as follows:

- 18 AC(C) S 550 FT OF W 1452 FT OF SE ¼ OF SEC 9-8-12
- 2.5 AC(C) BEG 1660 FT M/L S OF INTER OF W MAR OF BEATLINE RD & S MAR OF PINEVILLE RD S ALONG BEATLINE RD 205 FT M/L W 558 FT M/L N 205 FT M/L E 558 FT M/L TO POB BEING PART OF SE ¼ OF SE ¼ OF SEC 9-8-12
- 2.5 AC(C) BEG 1855 FT M/L S OF INTER OF W MAR OF BEATLINE RD & S MAR OF PINEVILLE RD S ALONG BEATLINE RD 205 FT M/L W 558 FT M/L N 205 FT M/L E 558 FT M/L TO POB BEING PART OF SE ¼ OF SE ¼ OF SEC 9-8-12
- 10 AC(C) BEG 583 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 350 FT M/L S 1290 FT M/L E 350 FT M/L N 1290 FT M/L TO POB BEING PART OF E ½ OF SE ¼ OF SEC 9-8-12
- 10 AC(C) BEG 933 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 350 FT M/L S 1290 FT M/L E 350 FT M/L N 1290 FT M/L TO POB BEING PART OF E ½ OF SE ¼ OF SEC 9-8-12
- 10 AC(C) BEG 1283 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 347 FT M/L S 1290 FT M/L E 347 FT M/L N 1290 FT M/L TO POB BEING PART OF SE ¼ OF SEC 9-8-12
- 10 AC(C) BEG 1630 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 347 FT M/L S 1290 FT M/L E 347 FT M/L N 1290 FT M/L TO POB BEING PART OF W 1/2 OF SE ¼ OF SEC 9-8-12
- 13.4 AC(C) BEG 1977 FT M/L W & 400 FT S OF NE COR OF SE ¼ OF SEC 9 W 438 FT M/L S 1690 FT E 438 FT M/L N 1690 FT TO POB BEING PART OF W ½ OF SE ¼ OF SEC 9-8-12

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822  
www.cityoflongbeachms.com

## Minutes of October 6, 2020 Mayor and Board of Aldermen

13.4 AC(C) BEG 2415 FT M/L W & 400 FT S OF NE COR OF SE ¼ OF SEC 9 W 439 FT M/L S 1690 FT E 439 FT M/L N 1690 FT TO POB BEING PART OF W ½ OF SE ¼ OF SEC 9-8-12  
12.1 AC(C) BEG 583 FT W & 25 FT M/L S OF NE COR OF SE ¼ OF SEC 9 ON S MAR OF PINEVILLE RD W ALONG RD 697 FT M/L S 775 FT M/L E 697 FT M/L N 775 FT M/L TO POB BEING PART OF NE ¼ OF SE ¼ OF SEC 9-8-12

12.1 AC(C) BEG 1280 FT M/L W & 25 M/L S OF NE COR OF SE ¼ OF SEC 9 ON S MAR OF PINEVILLE RD W ALONG RD 697 FT M/L S 775 M/L E 697 FT M/L N 775 FT M/L TO POB BEING PART OF N ½ OF SE ¼ OF SEC 9-8-12

4.8 AC(C) BEG AT INTER OF W LINE OF SE ¼ OF SEC 9 & S MAR OF PINEVILLE RD S ALONG SEC LINE 375 FT M/L E 877 FT M/L N 375 FT M/L TO RD & E MAR OF BAYOU FELICE SWLY & WLY ALONG BAYOU 551.5 FT N 209.1 FT TO RD WLY ALONG RD 287 FT M/L TO POB BEING PART OF NW ¼ OF SE ¼ OF SEC 9-8-12

A Public Hearing to consider the above Zone Map Change will be held in the City of Long Beach, Mississippi 39560, Tuesday, October 6, 2020 at 5:00 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Stacey Dahl  
City Clerk

Jake's Mule Barn  
3160 Kutak Road  
Ft Myers, FL 33916

Olathe Safety Storage LLC ETAL  
1101 Pamela Blvd  
Suite C  
Grain Valley, MO 64029

Lagniappe Real Estate Holdings, LLC  
606 Charleston Lane  
Long Beach, MS 39560

J Levens Builders Inc  
PO Box 779  
Long Beach, MS 39560

Gulf Concrete Technology LLC  
PO Box 1052  
Sabana Seca, PR 009521052

Harrison County  
4739 West Oreck Road  
Long Beach, MS 39560

Alexandra Land and Development LLC  
PO Box 6917  
Metairie, LA 70002

Harrison County Dev Comm  
PO Drawer 569  
Gulfport, MS 39502

Onwuzurike, Nkechi  
7260 Ten Hill Drive  
West Bloomfield, MI 48322

Spychalski, Stephen E and Elizabeth A  
11501 Coleman Road  
Gulfport, MS 39503

Sandoz, Rodney Leonce II and Mena  
Ford  
127 Mt Bass  
Long Beach, MS 39560

Young, Bryan K  
4514 Beatline Road  
Long Beach, MS 39560

Spence, Joseph H  
5011 Plantation Drive  
Long Beach, MS 39560

Jones, Jason Charles and Melissa N  
5002 Plantation Drive  
Long Beach, MS 39560

Hilderbrand, Gloria Harshbarger  
5001 Plantation Drive  
Long Beach, MS 39560

Coffey, Paula -Trustee-  
5018 Beatline Road  
Long Beach, MS 39560

Kimball, Barbara  
5024 Beatline Road  
Long Beach, MS 39560

Morrow, Robert V and Connie R  
5028 Beatline Road  
Long Beach, MS 39560

Hymel, Steven Joseph and Lauren Sprink  
112 Yucca Drive  
Long Beach, MS 39560

Riley, Michaelia and Green Lawrence J  
5036 Beatline Road  
Long Beach, MS 39560

Jones Builders  
604 Parkwood Drive  
Long Beach, MS 39560

Kearns, Susan and Dauenhaver, Mark  
PO Box 912  
Long Beach, MS 39560

Quattlebaum, Bernie J ETAL  
5052 Beatline Road  
Long Beach, MS 39560

Cardona, Rene M and Altagracia J  
2 Northwood Drive  
Long Beach, MS 39560

Rowell, Peggy M  
4 Northwood Drive  
Long Beach, MS 39560

Mauffray, Robert J and Marla G  
6 Northwood Drive  
Long Beach, MS 39560

Joest, James E and WF  
4 Northwood Circle  
Long Beach, MS 39560

McCaughan, Marie H  
5 Northwood Circle  
Long Beach, MS 39560

Loba, Sherry Lynn  
6 Northwood Circle  
Long Beach, MS 39560

Smith, Wayne T Jr  
1 Northwood Drive  
Long Beach, MS 39560



## Minutes of October 6, 2020 Mayor and Board of Aldermen

Harshbarger, Marie S  
3 Northwood Drive  
Long Beach, MS 39560

Reid, A H Jr and Meadows J -Trustees-  
5 Northwood Drive  
Long Beach, MS 39560

Gay, William R and Shirley M  
8 Pecan Circle  
Long Beach, MS 39560

Marotta, James and Lynne M  
32 Pecan Drive  
Long Beach, MS 39560

Vonderbruegge, Charles R III and Rani  
4 Pecan Circle  
Long Beach, MS 39560

Peak, William Anthony and Philips EMI  
3 Pecan Circle  
Long Beach, MS 39560

French, Robert L and Shelley A  
1 Pecan Circle  
Long Beach, MS 39560

Bosch, Brian G  
26 Pecan Drive  
Long Beach, MS 39560

Fitzgerald, Michael H  
5124 Gates Avenue  
Long Beach, MS 39560

Jones, Catherine  
22 Pecan Drive  
Long Beach, MS 39560

Jones, J P  
22 Pecan Drive  
Long Beach, MS 39560

Curry, Caleb Q and Taryn B Hendren  
20211 Pineville Road  
Long Beach, MS 39560

S&P Properties, Inc  
PO Box 1405  
Long Beach, MS 39560

Strasser, Elizabeth D -L/E-  
5096 Beatline Road  
Long Beach, MS 39560

Huey, Andrew K and Anita V  
5092 Beatline Road  
Long Beach, MS 39560

Peno, Gregory Paul and Sarah Jean  
5090 Beatline Road  
Long Beach, MS 39560

Cassibry, Ann-Marie and Mary-Ann  
Miller Q  
2 Pecan Circle  
Long Beach, MS 39560

Daniels, Karen A Dochery and  
Christopher Daniels  
5076 Beatline Road  
Long Beach, MS 39560

Hill, Christopher C  
5072 Beatline Road  
Long Beach, MS 39560

Daughdrill, Ronald E and Joane M-L/E-  
5068 Beatline Road  
Long Beach, MS 39560

Carrubba, John J  
5066 Beatline Road  
Long Beach, MS 39560

Johnson, Jim W ETAL  
9071 Scenic River Drive  
Biloxi, MS 39532

Memorial Hospital at Gulfport  
PO Box 1810  
Gulfport, MS 39502

Malley, Richard J and Laurel A  
20168 Lovers Lane  
Long Beach, MS 39560

Savarese, Jeff and Debra  
723 Briarwood Drive  
Long Beach, MS 39560

GCCC LLC  
225 Cowan Road  
Gulfport, MS 39507

Deen, Lori C  
504 Dynsmore Place  
Long Beach, MS 39560

Hight, Marjorie S and John L  
500 Dynsmore Place  
Long Beach, MS 39560

Duke, John S  
506 Dynsmore Place  
Long Beach, MS 39560

Verboom, Ronald Albert  
535 Dynsmore Place  
Long Beach, MS 39560

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Patterson, Charles T Jr and Mary Ann  
531 Dynsmore Place  
Long Beach, MS 39560

Pumford, David A and Victoria  
538 Dynsmore Place  
Long Beach, MS 39560

Crosby, Jason Matthew and Shea W  
536 Dynsmore Place  
Long Beach, MS 39560

McNamara, David and Joan  
534 Dynsmore Place  
Long Beach, MS 39560

Schultz, Theresa Clea and Ryan J  
532 Dynsmore Place  
Long Beach, MS 39560

Rodriguez, Krystal Lynn and Victor G  
530 Dynsmore Place  
Long Beach, MS 39560

Kirkpatrick, Randy  
21074 Pineville Road  
Long Beach, MS 39560

Redo, William E and WF  
21078 Pineville Road  
Long Beach, MS 39560

Bonney, Linda R  
21082 Pineville Road  
Long Beach, MS 39560

Shaver, Anna L  
21086 Pineville Road  
Long Beach, MS 39560

Bissell, John and Mary S  
647 Pass Road  
Long Beach, MS 39560

Taquino, Linda N -Trustee-  
775 Moanna Lua Way  
Diamondhead, MS 39525

Davis, Keith O and Anne C -Trustees-  
5015 Live Oak Drive  
Long Beach, MS 39560

Little, Michael J E and Luz, Maria  
508 Mockingbird Drive  
Long Beach, MS 39560

Bass, Lynda L  
PO Box 837  
Long Beach, MS 39560

White, Gerald G and WF  
512 Mockingbird Drive  
Long Beach, MS 39560

McCormick, Joseph A and WF  
21098 Pineville Road  
Long Beach, MS 39560

Sisters of Mercy of St. Louis Region  
101 Mercy Drive  
Belmont, NC 28012

McCarthy, Constance W  
21106 Pineville Road  
Long Beach, MS 39560

Yarbrough, Joshua Lee  
21108 Pineville Road  
Long Beach, MS 39560

Wedworth, James Q III and Sandra E  
21110 Pineville Road  
Long Beach, MS 39560

Orozco, Benito and Amber Lowe  
578 Mockingbird Drive  
Long Beach, MS 39560

May, Betty Roy  
582 Mockingbird Drive  
Long Beach, MS 39560

Purcell, Mary T Byrnes  
584 Mockingbird Drive  
Long Beach, MS 39560

Vogt, Lawrence J and Deanna  
21093 Pineville Road  
Long Beach, MS 39560

Joplin, Donna E  
21085 Pineville Road  
Long Beach, MS 39560

Boisvenue, Joseph M and Bonita F  
21081 Pineville Road  
Long Beach, MS 39560

Hancock Bank  
11700 Preston Road  
Suite 660 # 193  
Dallas, TX 75230

KGS Investments -H LLC and BTS  
Investments LLC  
2304 Boradmoor Place  
Gulfport, MS 39501

Ward, Lynn -Trustees-  
43 Shoreline Lane  
Gulfport, MS 39503

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Gatian, H Neal and Ann Thomas  
5061 Mitchell Road  
Long Beach, MS 39560

Lott, Bobby G and Sandra K  
5075 Beatline Road  
Long Beach, MS 39560

Daughdrill, Ronald and Joane -Trustees-  
5068 Beatline Road  
Long Beach, MS 39560

Rutledge, Ronald L and WF  
5065 Beatline Road  
Long Beach, MS 39560

Woodfield, John V and Virginia L  
5059 Beatline Road  
Long Beach, MS 39560

Browne, Lance and Kristi L  
5053 Beatline Road  
Long Beach, MS 39560

Searcy, Gloria Urrutia  
C/O Don Kingsbury  
PO Box 900  
Corpus Christi, TX 78403

Heinrichs, Jacob E and Sherri E  
5043 Beatline Road  
Long Beach, MS 39560

Burwell, Susan M  
7372 Live Oak Way  
Pass Christian, MS 39560

Klemm, Dale  
PO Box 547  
Pass Christian, MS 39571

Loflin, David and Lindy  
5002 Live Oak Drive  
Long Beach, MS 39560

Spieles, David A and Pamela L  
5003 Live Oak Drive  
Long Beach, MS 39560

Guinther, Joyce -L/E-  
5004 Live Oak Drive  
Long Beach, MS 39560

Abrams, Natalie -EST-  
14 Pecan Drive  
Long Beach, MS 39560

Dykes, David H and Karen L  
5006 Live Oak Drive  
Long Beach, MS 39560

Dana Donald M Jr and Ola Mae  
5007 Live Oak Drive  
Long Beach, MS 39560

Walters, Kim C and Klemm, Dale L  
PO Box 547  
Pass Christian, MS 39571

Craig, Steven and Rachel H  
5009 Live Oak Drive  
Long Beach, MS 39560

Flanary, Kelly Anne and Gary Shawn  
5021 Beatline Road  
Long Beach, MS 39560

Dulaney, Timothy G and Sandi Sawyer  
5023 Beatline Road  
Long Beach, MS 39560

Sawyer, Lenwood S III and Heather L  
5027 Beatline Road  
Long Beach, MS 39560

Simon, Steven R and Rachel M  
5010 Live Oak Drive  
Long Beach, MS 39560

Smith, Donald G  
5011 Live Oak Drive  
Long Beach, MS 39560

Lansford, Thomas M and Gina L  
5012 Live Oak Drive  
Long Beach, MS 39560

Nazaretian, George L -L/E-  
5013 Live Oak Drive  
Long Beach, MS 39560

Heath, Donna J  
5014 Live Oak Drive  
Long Beach, MS 39560

Davis, Keith O and Anne C -Trustees-  
5015 Live Oak Drive  
Long Beach, MS 39560

Fox, Bardo N and Stacey F  
5016 Live Oak Drive  
Long Beach, MS 39560

Carpenter, Thomas L Jr and Michelle L  
5017 Live Oak Drive  
Long Beach, MS 39560

Hughey, Robert C and Johanna D  
5019 Live Oak Drive  
Long Beach, MS 39560

Shores, Jennifer  
5018 Live Oak Drive  
Long Beach, MS 39560

Thurtell, Daniel D and Penney A  
5003 Oak Court  
Long Beach, MS 39560

Larosa, David Sr and Doris P  
5004 Live Oak Drive  
Long Beach, MS 39560

Hillman, James Burton Sr and Shirley A  
5005 Oak Court  
Long Beach, MS 39560

Bricker, Bruce B and Cynthia M  
5006 Oak Court  
Long Beach, MS 39560

Long, John A and Amanda H  
5007 Oak Court  
Long Beach, MS 39560

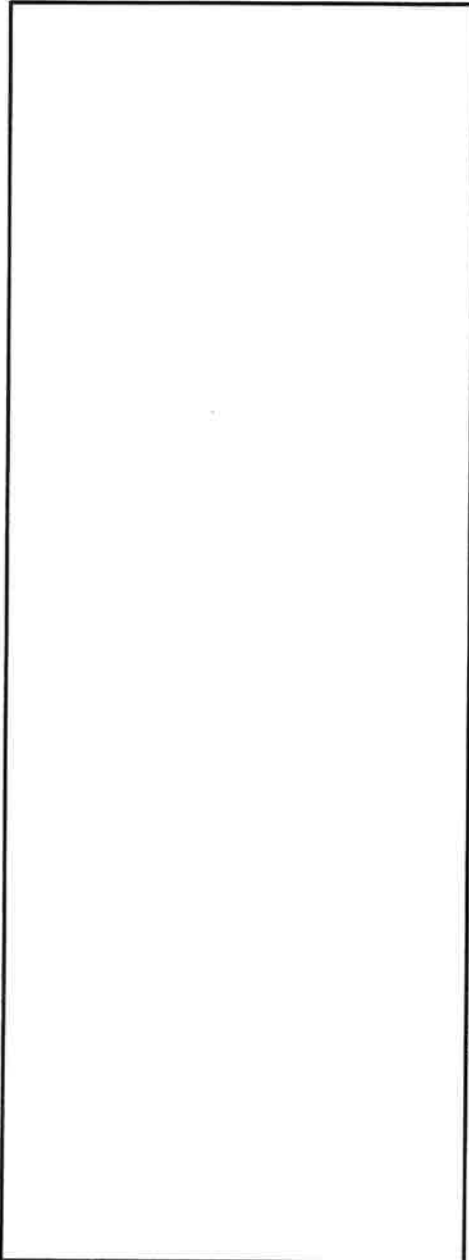
Clark, David L and Diane P -Trustees-  
5008 Oak Court  
Long Beach, MS 39560

Broadway, JanaLuisa L and Tonie L Sr  
4511 Beatline Road  
Long Beach, MS 39560

- The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:

Minutes of October 6, 2020  
Mayor and Board of Aldermen

Proof of Publication



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

- Vol. ~~XVI~~ No. 30 dated 18 day of September, 2020
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*[Signature]*  
Publisher

Sworn to and subscribed before me this 6<sup>th</sup> day of October, A.D. 2020.

*[Signature]*  
Notary Public



Minutes of October 6, 2020  
Mayor and Board of Aldermen

LEGAL NOTICE  
PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Mayor and Board of Aldermen for the City of Long Beach will hold a public hearing for the purpose of considering a ZONING MAP CHANGE.

Long Beach, LLC, Charles Gant, 14397 Crocote Road, Gulfport, MS, 39503, has filed an application for a Zone Map Change in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant(s) is requesting to change the zoning classification from an R-1, Single Family Residential, and C-2, General Commercial, zones to develop A Planned Unit Development District (PUD), as described in Ordinance 598, Section 98. The Tax Parcel Numbers are: 0511N-01-004.000, 0511N-01-004.001, 0511N-01-004.002, 0511N-01-004.003, 0511N-01-004.004, 0511N-01-004.005, 0511N-01-004.006, 0511N-01-004.007, 0511N-01-004.008, 0511N-01-004.009, 0511N-01-004.010, and 0511N-01-004.011.

- Legal descriptions are as follows:
- 18 AC(C) S 550 FT OF W 1452 FT OF SE ¼ OF SEC 9-8-12
  - 2.5 AC(C) BEG 1660 FT M/L S OF INTER OF W MAR OF BEATLINE RD & S MAR OF PINEVILLE RD S ALONG BEATLINE RD 205 FT M/L W 558 FT M/L N 205 FT M/L E 558 FT M/L TO POB BEING PART OF SE ¼ OF SE ¼ OF SEC 9-8-12
  - 2.5 AC(C) BEG 1855 FT M/L S OF INTER OF W MAR OF BEATLINE RD & S MAR OF PINEVILLE RD S ALONG BEATLINE RD 205 FT M/L W 558 FT M/L N 205 FT M/L E 558 FT M/L TO POB BEING PART OF SE ¼ OF SE ¼ OF SEC 9-8-12
  - 10 AC(C) BEG 583 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 350 FT M/L & 1290 FT M/L E 350 FT M/L N 1290 FT M/L TO POB BEING PART OF E ¼ OF SE ¼ OF SEC 9-8-12
  - 10 AC(C) BEG 933 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 350 FT M/L S 1290 FT M/L E 350 FT M/L N 1290 FT M/L TO POB BEING PART OF E ¼ OF SE ¼ OF SEC 9-8-12
  - 10 AC(C) BEG 1283 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 347 FT M/L S 1290 FT M/L E 347 FT M/L N 1290 FT M/L TO POB BEING PART OF SE ¼ OF SEC 9-8-12
  - 10 AC(C) BEG 1630 FT M/L W & 800 FT S OF NE COR OF SE ¼ OF SEC 9 W 347 FT M/L E 1290 FT M/L E 347 FT M/L N 1290 FT M/L TO POB BEING PART OF W 1/2 OF SE ¼ OF SEC 9-8-12
  - 13.4 AC(C) BEG 1977 FT M/L W & 400 FT S OF NE COR OF SE ¼ OF SEC 9 W 438 FT M/L S 1690 FT E 438 FT M/L N 1690 FT TO POB BEING PART OF W ¼ OF SE ¼ OF SEC 9-8-12
  - 13.4 AC(C) BEG 2415 FT M/L W & 400 FT S OF NE COR OF SE ¼ OF SEC 9 W 439 FT M/L S 1690 FT E 439 FT M/L N 1690 FT TO POB BEING PART OF W ¼ OF SE ¼ OF SEC 9-8-12
  - 12.1 AC(C) BEG 583 FT W & 25 FT M/L S OF NE COR OF SE ¼ OF SEC 9 ON S MAR OF PINEVILLE RD W ALONG RD 697 FT M/L S 775 FT M/L E 697 FT M/L N 775 FT M/L TO POB BEING PART OF NE ¼ OF SE ¼ OF SEC 9-8-12
  - 12.1 AC(C) BEG 1280 FT M/L W & 25 FT M/L S OF NE COR OF SE ¼ OF SEC 9 ON S MAR OF PINEVILLE RD W ALONG RD 697 FT M/L S 775 FT M/L E 697 FT M/L N 775 FT M/L TO POB BEING PART OF N ¼ OF SE ¼ OF SEC 9-8-12
  - 4.8 AC(C) BEG AT INTER OF W LINE OF SE ¼ OF SEC 9 & S MAR OF PINEVILLE RD S ALONG SEC LINE 375 FT M/L E 577 FT M/L N 375 FT M/L TO RD & E MAR OF BAYOU FELICE SWLY & WLY ALONG BAYOU 551.5 FT N 209.1 FT TO RD WLY ALONG RD 287 FT M/L TO POB BEING PART OF NW ¼ OF SE ¼ OF SEC 9-8-12

A Public Hearing to consider the above Zone Map Change will be held in the City of Long Beach, Mississippi 39560, Tuesday, October 6, 2020 at 5:00 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Stacey Dahl  
City Clerk



The Mayor recognized the applicant, Mr. Charles Gant, who withdrew his application for Zone Map Change – PUD Zoning.

\* \* \* \* \*

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to close the public hearing.

\* \* \* \* \*

The regular meeting resumed at this time.

\* \* \* \* \*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

The Mayor proclaimed the month of October 2020 as Domestic Violence Awareness month.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the minutes of the Mayor and Board of Aldermen dated September 15, 2020 (Regular) and September 17, 2020 (Recessed), as submitted.

\*\*\*\*\*

The Mayor and Board of Aldermen acknowledged the No Quorum minutes of the Planning & Development Commission dated September 24, 2020, as submitted.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve an R1 subdivision following all City Ordinances and Regulations to be developed by Charles Gant on his property near the intersection of Pineville Road and Beatline Road.

\*\*\*\*\*

The Mayor and Board of Aldermen acknowledged the minutes of the Port Commission dated September 17, 2020 which was cancelled due to possible impact of Hurricane Sally, as submitted.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve payment of invoices listed on Docket of Claims number 100620.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to accept the following resignation of Phillip J. Kies as President of the Long Beach Port Commission with much gratitude for his service to the City and Port for many years and also to name the Harbormaster House the "Phil Kies Harbor House" in his honor:

# Minutes of October 6, 2020 Mayor and Board of Aldermen

From the desk of Captain Phillip Kies

September 23, 2020

Mayor George Bass:

It is with a great deal of gratitude and humility (and sorrow) that I am hereby formally submitting my resignation from the Long Beach Port and Harbor Commission effective this date. I have immensely enjoyed serving both the "City" and all those individuals that have and continue to utilize the harbor for the past thirty-two plus years. Serving both as a member of, and as the elected president of the Commission.

With the numerous changes enacted to the responsibilities, authority, and management of the harbor under Mississippi House Bill 1768 (and the City of Long Beach Ordinance 620), establishing the Commission as an advisory board in lieu of an operational entity, it is my belief the Port and Harbor Commission could (and probably should) be disestablished. It has gotten more and more difficult to establish a quorum at the Commission's monthly meetings as the PC's agendas normally contain little or no action required by the PC apart from accepting the Harbor Master's report. I have been informed of several discussions and actions that directly involve the harbor by reading about those topics in the local Long Beach paper.

I do have a final request! That is: to formally dedicate the West Fishing Pier as the "James Hancock" fishing pier. The Port Commission voted to approve this action prior to the Pandemic striking the country. In addition, the commission authorized the Harbormaster to design and purchase signage denoting this well-deserved accolade for Mr. Hancock. These actions regarding the sign have been accomplished by Bill Angley.

Of course, having Mississippi Bill 1768 repealed and any other subsequent actions required to accomplish abolishing the current legally established Long Beach Port Commission, are subject to approval by yourself, the Board of Aldermen, and the legal assistance of the City Attorney.

Respectfully,

Phillip J. Kies

CC: City Clerk & Harbormaster

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

ORDINANCE NO. 653

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF LONG BEACH, MISSISSIPPI, TO REPEAL ORDINANCE 620  
CREATING THE MUNICIPAL PORT COMMISSION, AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), having made due investigation therefore, do now find, determine, adjudicate and declare as follows:

WHEREAS, pursuant to House Bill 1768 of the 2016 session of the Mississippi Legislature, the existing Long Beach Port Commission was abolished as of June 30, 2016, with all its powers, duties, rights, titles and interests thereupon being transferred to the City of Long Beach; and

WHEREAS, said House Bill 1768 authorized the Governing authorities to create a new municipal port commission which shall serve in an advisory capacity to such governing authorities to provide and offer advice and assistance to the City in the development of its harbor and port facilities; and

WHEREAS, in accordance with such House Bill 1768, and as provided therein, the Governing Authorities did establish the Long Beach Port Commission as provided, allowed and authorized therein to provide and offer advice and assistance to the City in the development of its harbor or port facilities.

WHEREAS, the Chairman and Commission Members of the Long Beach Board Commission have faithfully fulfilled their duties and provided advise and service to the Governing Body of the City of Long Beach, and the Chairman, having submitted his resignation thereof, and advice to dissolve the Long Beach Port Commission as it exists in an advisory capacity and its duties are duplicative of the Governing Body.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

Section 1: Repeal.

Ordinance No. 620 dated July 5, 2016 should be and is hereby repealed; and Section 2-171 through Section 2-174 of the Code of Ordinances for the City of Long Beach, Mississippi, should be and are hereby repealed.

Section 2: Control of the Port and Harbor Facilities.

The Mayor and Board of Alderman shall have control and management of the port and harbor facilities of the City, including but not limited to, authority to regulate boat in and immediately adjacent to the harbor and entrance thereto; the use of the harbor to allocate wharf space and fix and collect rentals therefor; to lease space for such periods as it may deem proper for businesses furnishing fuel, and other goods, wares, merchandise and services useful or needed by boats and boating; and to set aside and lease under long term leases areas for a yacht club, restaurant and all such other purposes as allowed by law.



# Minutes of October 6, 2020 Mayor and Board of Aldermen

Section 3: Effective Date.

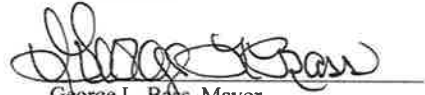
This ordinance shall take affect and be in force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and forgoing Ordinance No. 653 was introduced in writing by Frazer, who moved for its adoption. Alderman McCaffrey seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Alderman having requested the Ordinance be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Donald Frazer	Voted	Aye
Alderman Ron Robertson	Voted	Nay
Alderman Bernie Parker	Voted	Nay
Alderman Angie Johnson	Voted	Aye
Alderman Timothy McCaffrey	Voted	Aye
Alderman Mark Lishen	Voted	Aye
Alderman Patricia Bennett	Voted	Aye

The question having received the affirmative vote of a majority of the Alderman present and voting, the Mayor declared the motion carried, and said Ordinance No. 653 adopted and approved, this the 6<sup>th</sup> date of October, 2020.

APPROVED:

  
George L. Baas, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

CERTIFICATE

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #653 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 6<sup>th</sup> day of October, 2020, as the same appears of record in Ordinance Book #9, pages \_\_\_\_\_, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 7<sup>th</sup> day of October, 2020.

(SEAL)



  
Stacey Dahl, City Clerk

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to accept the following resignation of Shea Crosby from the Library Board:

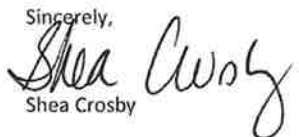
Shea Crosby  
511 Arbor Station Drive  
Long Beach, MS 39560  
8/18/2020

Mayor Bass and Aldermen  
City of Long Beach  
201 Jeff Davis Avenue  
Long Beach, MS 39560

Dear Mayor Bass and Honorable Aldermen:

It is with regret that I tender my resignation from the Long Beach Public Library Board of Trustees effective immediately.

I am grateful for having had the opportunity to serve on the board of this organization, and I offer my best wishes for its continued success.

Sincerely,  
  
Shea Crosby

\*\*\*\*\*



October 6, 2020

Kiwaniis Club of Long Beach  
Post Office Box 117  
Long Beach, MS 39560

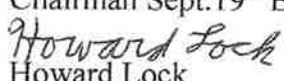
Mayor George Bass  
Post Office Box 929  
Long Beach, MS 39560

Dear Mayor Bass and Members of the Board,

On behalf of the Kiwanis Clubs on the MS Gulf Coast, we want to thank you for your support in helping us to have a pancake breakfast and lunch for our Healthcare Workers and First Responders. Your generous cooperation made it possible for our clubs to complete this project.

We have to say that Robert J. Paul, Jr. and his staff have been most helpful in the assistance they have given to us in this project.

Sincerely and God Bless,

Chairman Sept. 19<sup>th</sup> Breakfast  
  
Howard Lock  
Long Beach  
Kiwaniis Club

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman McCaffrey and unanimously carried to authorize advertisement for appointment of School Board Trustee for fiscal year 2021.

\*\*\*\*\*

The Mayor gave updates on the Quarles House and storm prep for Hurricane Delta which required no action.

\*\*\*\*\*

The Mayor recognized Mr. Kenneth Jones of Elliott Homes who explained that his company had requested sidewalk variances for two homes located on Canal Place previously from the Planning & Development Commission. The request was denied due to no representation at the public hearing. Mr. Jones explained that they had recently gone through some internal employee issues and apologized for not following through with his application. After discussion, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to authorize the sidewalk variances on Canal Place and instructed Mr. Jones to work with Building Official Mike Gundlach to pay the in lieu of fee and obtain the certificates of occupancy.

\*\*\*\*\*

Based on the recommendations of Department Heads and certification by the Civil Service Commission, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to approve personnel matters, as follows:

Water Department:

- Step Increase, Office Manager Susan Bowes, CSA-6-XI, effective October 1, 2020

Recreation Department:

- Step Increase, Rec/Sr. Citz Director Bob Paul, CSU-10-IVX, effective October 1, 2020
- Step Increase, Laborer Sebastian Claveau, CSH-I-V, effective October 1, 2020

Building Office:

- Civil Service Slot, Building Official Michael Gundlach, CSA9-XI, effective October 1, 2020
- Step Increase, Zoning Enforcement Officer Dale Stogner, CSA-3-I, effective October 1, 2020

City Clerk's Office:

- Step Increase, City Clerk Stacey Dahl, CSA10-XXVII, effective November 1, 2020

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- Step Increase, Comptroller Kini Gonsoulin, CSA11-VIII, effective November 1, 2020

Mayor's Office:

- Civil Service Slot, Community Affairs Director Virginia (Jenny) Levens, CSA9-XI, effective October 1, 2020
- Increase, Mayor's Secretary/Civil Service Clerk Charlene Stogner, \$33,408 annual salary, effective October 1, 2020

Library:

- New Hire, Part-Time Clerk Audrey Lynn Melton, \$8.00 per hour, effective October 16, 2020
- New Hire, Part-Time Clerk Kristina Dahl, \$8.00 per hour, effective October 16, 2020

\*\*\*\*\*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Fiscal Year 2020 Municipal Compliance Questionnaire, and authorize the Mayor and City Clerk to execute:

### Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

### Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:  
City of Long Beach, 201 Jeff Davis Ave., P.O. Box 929, Long Beach, MS 39560
2. List the date and population of the latest official U.S. Census or most recent official census:  
2010 – 14,792
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).  
Mayor George L. Bass, 20171 Lovers Lane, Long Beach, MS 39560, (228) 234-1832  
Alderman Donald Frazer, 1130 East Old Pass Road, Long Beach, MS 39560, (228) 343-2082  
Alderman Ronald Robertson, 108 Driftwood Dr., Long Beach, MS 39560, (228) 224-3039  
Alderman Bernie Parker, 103 Summer Lane, Long Beach, MS 39560, (228) 868-2116  
Alderman Kelly Griffin, 731 N Nicholson Ave., Long Beach, MS 39560, (228) 860-0241  
Alderman Kelly Griffin resigned her position September 1, 2020  
Alderman Timothy McCaffrey, 611 W. Old Pass Rd, Long Beach, MS 39560, (228) 861-8237  
Alderman Mark Lishen, 9 Ashley Cr., Long Beach, MS 39560, (228) 575-8583  
Alderman Patricia Bennett, 20108 Daugherty Rd, Long Beach, MS 39560, (228) 861-4782  
Attorney James C. Simpson, Jr., 2510 14<sup>th</sup> St., Ste. 1125, Gulfport, MS 39501,  
(228) 867-7141, Oct. 1, 2019 – July 20, 2020  
Attorney Steve Simpson, 14110 Airport Rd., Ste. A, Gulfport, MS 39505, (228) 861-3919,

### IV-B0

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

July 22, 2020 – Sept. 30, 2020

4. Period of time covered by this questionnaire:

From: October 1, 2019 To: September 30, 2020

5. Expiration date of current elected officials' term: July, 2021

**MUNICIPAL COMPLIANCE QUESTIONNAIRE  
Year Ended September 30, 2020**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

**PART I - General**

- |  |   |
|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)                          | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)                         | Y |
| 3. Are municipal records open to the public? (Section 25-61-5)   | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5)   | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13)  | Y |
| 6. Are all required personnel covered by appropriate surety bonds?   |   |
| - Board or council members (Sec. 21-17-5)  | Y |
| - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| - Municipal clerk (Section 21-15-38)   | Y |
| - Deputy clerk (Section 21-15-23)  | Y |
| - Chief of police (Section 21-21-1)  | Y |
| - Deputy police (Section 45-5-9) (if hired under this law)   | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)             | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?                         |   |

**IV-B1**

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- |   |   |
|---|---|
| (Section 21-15-33)  | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)   | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                | Y |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)  | Y |
| <b>PART II - Cash and Related Records</b>   |   |
| 1. Where required, is a claims docket maintained? (Section 21-39-7)   | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)  | Y |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)  | Y |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)   | Y |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)  | Y |
| 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)  | Y |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)   | Y |

**IV-B2**

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- |  |     |
|--|-----|
| 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)   | Y   |
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)   | Y   |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)  | N/A |
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)  | Y   |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y   |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)                       | Y   |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)   | Y   |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)  | Y   |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]   | Y   |
| 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)  | Y   |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?  | Y   |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)   | Y   |

**IV-B3**



**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**PART III - Purchasing and Receiving**

- |    |  |   |
|----|--|---|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]      | Y |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]  | Y |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]          | Y |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y |

**PART IV - Bonds and Other Debt**

- |    |  |    |
|----|--|----|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)             | Y  |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y  |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)   | NA |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)                                    | Y  |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)   | Y  |

**PART V - Taxes and Other Receipts**

- |    |   |   |
|----|---|---|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)             | Y |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |

**IV-B4**

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- |     |   |     |
|-----|---|-----|
| 3.  | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)  | Y   |
| 4.  | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)  | Y   |
| 5.  | Has the increase in ad valorem taxes, if any, been limited to amounts Allowed by law? (Sections 27-39-320 and 27-39-321)  | Y   |
| 6.  | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)   | Y   |
| 7.  | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)   | Y   |
| 8.  | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)   | Y   |
| 9.  | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | N/A |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)   | Y   |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)  | Y   |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)  | Y   |
| 13. | Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)  | Y   |
| 14. | Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the   |     |

**IV-B5**

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

immediately preceding fiscal year in operating the garbage

or rubbish collection or disposal system? (Section 17-17-348)

N/A

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)

Y

**IV-B6**

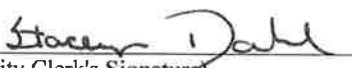
Minutes of October 6, 2020  
Mayor and Board of Aldermen


Long Beach, Mississippi

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2020

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Long Beach, and, to the best of our knowledge and belief, all responses are accurate.

  
(City Clerk's Signature)

  
(Mayor's Signature)

10/06/2020

10/06/2020

Minute Book References:

Book Number 94

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

IV-B7

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to accept the Fiscal Year 2019 Financial Audit.

\*\*\*\*\*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to engage with Wolfe, McDuff and Oppie, CPA for the City's fiscal year 2020 audit with the following Engagement Letter, and authorize the Mayor & City Clerk to Execute:



**Wolfe • McDuff & Oppie**  
CERTIFIED PUBLIC ACCOUNTANTS  
(A Professional Association)

Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

3103 Pascagoula Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • www.wmcpas.com

September 11, 2020

To the Honorable Mayor, Board of Alderman, and Management  
City of Long Beach, Mississippi  
Long Beach, Mississippi

We are pleased to confirm our understanding of the services we are to provide City of Long Beach, Mississippi for the year ending September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Long Beach, Mississippi as of and for the year ending September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Budgetary Comparison Schedule
- 2) Schedule of the City's Proportionate Share of the Net Pension Liability
- 3) Schedule of the City's Contributions - PERS
- 4) Schedule of the City's Proportionate Share of the Net OPEB Liability
- 5) Schedule of the City's Contributions - OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies City of Long Beach, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards

*Membership in:*

American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



## Minutes of October 6, 2020 Mayor and Board of Aldermen

2

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Surety Bonds for City Officials

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor, Board of Aldermen, and Management of City of Long Beach, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

3

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Long Beach, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Long Beach, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures

## Minutes of October 6, 2020 Mayor and Board of Aldermen

4

will be to express an opinion on City of Long Beach, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Long Beach, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on February 1, 2021.



## Minutes of October 6, 2020 Mayor and Board of Aldermen

5

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

6

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wolfe, McDuff & Oppie, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the aforementioned. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 5, 2021 and to issue our reports no later than June 30, 2021. Michelle Oppie Gist, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$36,050. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Long Beach, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Wolfe, McDuff + Oppie*

Wolfe, McDuff & Oppie, P.A.

Minutes of October 6, 2020  
Mayor and Board of Aldermen

7

RESPONSE:

This letter correctly sets forth the understanding of the City of Long Beach, Mississippi.

Management signature: Stacey Dahl  
Title: City Clerk

Date: 10/7/20

Governance signature: George E. Bass  
Title: Mayor

Date: 10-7-2020

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Budget Amendments FY 21 for the Police Department:

**City of Long Beach  
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>10/6/2020</u>
Department #	<u>213</u>	Budget Entry #	<u></u>
Department Name	<u>Police Department</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Vehicles 213-630500	70,000	-	30,393	100,393
New Equipment 213-631000	85,110		5,360	90,470

Amendment roll over funds that were not expended in FY 20 for approved purchase of vehicles and equipment & to budget auction proceeds recieved last fiscal year.

Amendment #1

**City of Long Beach  
Budget Amendment Request**

Fund Name	<u>State Seizure</u>	Date	<u>10/6/2020</u>
Department #	<u>238</u>	Budget Entry #	<u></u>
Department Name	<u>State Seizure</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Equipment 238-630100	-	-	1,825	1,825

Amendment to budget auction proceeds from the sale of drug seizure vehicle.

Amendment #2

Minutes of October 6, 2020  
Mayor and Board of Aldermen

William A. Seal  
Chief of Police



LONG BEACH POLICE DEPARTMENT

September 23, 2020

To: Mayor Bass  
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am requesting to amend the police department 2020-2021 budget by transferring \$33,832.00 from the 2019-2020 budget a follows:

630500 – New Vehicles	\$30,392.04
631000 - New Equipment	\$3,439.96

These amounts represent purchase orders 200651, 200912 and 201035.

These funds are for an approved vehicle purchase on the prior year budget. Due to the Coronavirus Pandemic and the Government Shutdown Ford was unable to produce and deliver the vehicle during the 2019-2020 budget period. Ford representatives have advised that the vehicle is currently in production; however there is no set delivery date.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "William Seal".

William Seal  
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

Minutes of October 6, 2020  
Mayor and Board of Aldermen

William A. Seal  
Chief of Police



LONG BEACH POLICE DEPARTMENT

September 30, 2020

To: Mayor Bass  
Board of Alderman

From: Chief Seal

RE: Budget Amendment

I am requesting to amend the 2020-2021 police department budget by placing \$1,920.00 from the 8/29/20 auction proceeds to the New Equipment line item (213-631000).

I am also requesting that \$1,825.00 be placed in the State Drug Seizure line item (238-630100) for the auction proceeds on 8/29/20 from Long Beach Auto Auction for the Drug Seizure Vehicle.

Thank you for your consideration.

William Seal  
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

\*\*\*\*\*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following contract with ESO for emergency management software for the Fire Department, and authorize the Mayor to execute same:



Quote Date: 07/30/2020  
 Customer Name: City of Long Beach, MS  
 Quote #: Q-16692  
 Quote valid until: 08/25/2020  
 ESO Account Manager: Travis Winzeler

**CUSTOMER CONTACT**

End User City of Long Beach, MS  
 Name Joe Stapleton  
 Email chiefjoe@cityoflongbeachms.com  
 Phone (228) 334-2977

**BILLING CONTACT**

Payor City of Long Beach, MS Address 201 Jeff Davis Avenue  
 Name Griff Skellie Long Beach MS, 39560  
 Email inspector@cityoflongbeachms.com Billing Frequency Annual  
 Phone 228-863-7292 Initial Term 12 months  
 Total Annual Recurring \$9,225.32

Fire					
Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Dept Management Bundle	3 Stations	\$6,280.00	(\$2,945.32)	\$9,225.32	Recurring
ESO Fire Incidents	3 Stations		(\$0.00)	\$0.00	Recurring
ESO Properties	3 Stations		(\$0.00)	\$0.00	Recurring
ESO Inspections	3 Stations		(\$0.00)	\$0.00	Recurring
ESO Hydrants	3 Stations		(\$0.00)	\$0.00	Recurring
ESO Activities - Fire and Fire/EMS Agencies	3 Stations		(\$0.00)	\$0.00	Recurring
Fire Personnel Management	40 Employees		(\$0.00)		Recurring
Fire Setup & Online Training	5 Sessions	\$2,975.00	(\$2,975.00)	\$0.00	One-time

Asset Management/Inventory					
Product	Volume	Price	Discount	Total	Fee Type
ESO Assets	10 Vehicles		(\$0.00)	\$0.00	Recurring
ESO Checklist	10 Vehicles		(\$0.00)	\$0.00	Recurring

Scheduling					
Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling Plus	40 Employees		(\$0.00)	\$0.00	Recurring

<b>Total Recurring</b>	\$	6,280.00
<b>Total One-Time</b>	\$	2,975.00
<b>Discounts</b>	\$	(29.68)
<b>TOTAL</b>	\$	9,225.32

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**



Quote Date: 07/30/2020  
Customer Name: City of Long Beach, MS  
Quote #: Q-16692  
Quote valid until: 08/25/2020  
ESO Account Manager: Travis Winzeler

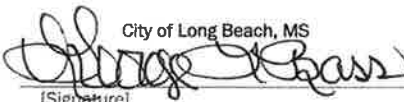
**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

City of Long Beach, MS  
  
 [Signature]  
 George L. Bass  
 [Print Name]  
 Mayor  
 [Title]  
 10/6/20  
 [Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:  
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



# Minutes of October 6, 2020 Mayor and Board of Aldermen



Quote Date: 07/30/2020  
Customer Name: City of Long Beach, MS  
Quote #: Q-16692  
Quote valid until: 08/25/2020  
ESO Account Manager: Travis Winzeler

## Fire

Product	Description
ESO Fire Dept Management Bundle	Includes ESO Assets, Checklist, Scheduling, Fire Incidents, Personnel Management, Hydrants, Activities, Properties and Inspections.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Properties	Includes CAMEO integration, Pre-Plan view, Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
Fire Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.

## Asset Management/Inventory

Product	Description
ESO Assets	Web-based asset management for Fire and EMS.
ESO Checklist	Web-based apparatus checklist for Fire and EMS.

## Scheduling

Product	Description
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

\*\*\*\*\*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following contract with AGJ Systems for IT services for the Police Department, and authorize the Mayor to execute same:



### LeapCare Agreement Complete Care Managed Services

#### 1. Terms of Agreement

This Agreement between City of Long Beach, MS Police Department, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for two years. This Agreement automatically renews beginning on the day immediately following the end of the Initial Term for an additional three years, unless either party gives the other party thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
  - i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

#### 2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

##### **Support and Escalation**

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

##### **Service outside Normal Working Hours**

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

##### **Limitation of Liability**

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

GLB  
*[Signature]*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### 3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	1
Helpdesk/Reactive Support Team (remote)	Yes	35 users
vCIO, Network Admin, Central Services	Yes	35 users
Allworx Phone System Management	Yes	35 users
Offsite Backup (file level) for server	No	
BDR (Backup and DR server)	No	
Mobile Device Mgmt Software (MDM)	No	
Office 365 email Management	No	
Antivirus and Antimalware Software	Yes	35 users
LeapGuard UTM (Unified Threat Manager)	Yes (if compatible)	1 UTMs
Managed Wireless access point(s)		
Security Awareness Training and Notices (electronic)	Yes	35 users
Remote PC Access	Yes	35 users

### 4. Backup Protected Equipment and Retention Policy

As stated on your existing BDR Agreement if included.

### 5. Additional Services

#### Hardware/Software/System Support

AGJ shall provide support for currently installed hardware and properly licensed software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and **all software be genuine and vendor-supported**. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. **Installation of new hardware and software is not included in this agreement.** Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

#### Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

#### Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

### 6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).
- 6) Office Telephone System support unless specified in section 3 (above).

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

### 7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

### 8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

### 9. Fees and Payment Schedule

Fees will be \$2,800 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of \$0

All invoices are "Net 45" (due 45 days after the invoice date). If an invoice becomes 30 days past due, you will be notified, and your account will be put on "credit hold."

**It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.**

  
GLB

# Minutes of October 6, 2020 Mayor and Board of Aldermen

### 10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).  
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

*Nicole R. Johns*

9/21/2020

Nicole Johns

AGI Systems

Date

City of Long Beach, MS Police Department

Authorized Representative

Client

Date

*CLB*  
*[Signature]*

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### Appendix A


#### Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours, Weekends and Holidays	INCLUDED
Remote Printer Management After Hours, Weekends and Holidays	INCLUDED
Remote Network Management After Hours, Weekends and Holidays	INCLUDED
Remote Server Management After Hours, Weekends and Holidays	INCLUDED
Onsite Labor After Hours, Weekends and Holidays	INCLUDED
Server Installations and Projects	\$135/hour
Software Deployment Projects	\$135/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$115/hour
New PC On Site Deployment	INCLUDED
Project Manager	\$135/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

\*PCs purchased by the client through AGJ will be Pre-configured (benched, 3 hours) at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

  
 Client Initials GIS

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Humane Society of South Mississippi for animal control services, and authorize the Mayor to execute same:

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**AGREEMENT**

This Agreement is this day made and entered into by and between the undersigned, the CITY OF LONG BEACH, MISSISSIPPI, a municipal corporation, and the HUMANE SOCIETY OF SOUTH MISSISSIPPI, Mississippi non-profit corporation, which do hereby mutually agree as follows:

1. Animal Shelter Services. In furtherance of animal control in the City of Long Beach, Mississippi the Humane Society of South Mississippi, Inc. agrees to accept animals properly delivered by the animal control officers of the City of Long Beach, Mississippi at its shelter located at 2615 25<sup>th</sup> Ave, Gulfport, Mississippi, 39501, as provided in this Agreement. In accordance with the Mississippi State Animal Welfare Laws, the Humane Society of South Mississippi, Inc. agrees to hold these animals and provide them with shelter, care, food, and water.

At the conclusion of the herein described holding period, the Humane Society of South Mississippi, Inc. further agrees to provide adoption services for said animals, and if necessary, at the sole discretion of the Humane Society of South Mississippi, Inc., to provide humane euthanasia service and sanitary disposal of remains as needed in accordance with the Mississippi State Animal Welfare Laws.

2. Delivery of Animals. The City of Long Beach, Mississippi agrees to deliver animals to the Humane Society of South Mississippi, Inc., in such a manner that its animal control officers physically transport to the shelter located at 2615 25<sup>th</sup> Ave, Gulfport, Mississippi, 39501, and further place said animals into cages, pens, or other containment areas as directed by the shelter staff of the Humane Society of South Mississippi, Inc. The City of Long Beach, Mississippi further agrees that its animal control officers shall assist and otherwise cooperate to the fullest extent with the shelter staff of the Humane Society of South Mississippi, Inc. during these deliveries so as to facilitate the transfer of said animals.

3. Payment. As compensation for such services, the sum of Four Hundred Sixty Five Dollars and 28/100 (\$465.28), payable by the first of each month during the term of this Agreement, commences October 1, 2020. Payments shall be delivered to 2615 25<sup>th</sup> Avenue, Gulfport, Mississippi, 39501 by hand or by mail, first class, postage prepaid. Any dispute between the parties as to payment due shall be resolved by arbitration

4. Term. The term of this Agreement is for three (3) years, commencing October 1, 2020 and continuing until September 30, 2023 provided however, The City of Long Beach, Mississippi reserves the right to terminate this Agreement upon one hundred and eighty (180) days written notice to the Humane Society of South Mississippi, Inc. at

**Minutes of October 6, 2020**  
**Mayor and Board of Aldermen**

2615 25th Avenue, Gulfport, Mississippi, 39501, and that the Humane Society of South Mississippi, Inc. also reserves the right to terminate this Agreement upon one hundred and eighty (180) days written notice to the City of Long Beach, Mississippi.

5. Renewal of Agreement. Provided that the City of Long Beach, Mississippi is not in default under the terms of this Agreement, the City of Long Beach shall have the option to renew this Agreement for up to two (2) consecutive renewal term which renewal periods will consist of (1) year each. In order for the City of Long Beach to exercise this option to renew, the City of Long Beach must provide written notice of its intent to renew to HSSM at the address contained in this Agreement or at such other address as HSSM may designate from time to time at least (60) days prior to the termination of the primary term of this Agreement. Should the City of Long Beach fail to provide with such notice, the City of Long Beach right to renew this Agreement shall expire and be of no further force or affect. Provided that the City of Long Beach exercises its initial option to renew this Agreement for the first one (1) year renewal period, the City of Long Beach shall be required to provide HSSM with an additional written notice(s) as set forth in order to exercise the option for the second renewal period. It is the intent of the parties that HSSM must receive a separate written notice for each renewal period. Should the City of Long Beach exercise its option to renew this Agreement all terms and conditions of the original Agreement shall remain in force and effect during the renewal periods.

6. Acceptance of Bite and /or Court animals.

- A. Bite Animals. HSSM agrees to accept from the animal control officers of the City of Long Beach those animals alleged to have bitten a person, as provided in this Agreement. For every such animal delivered, the City of Long Beach agrees to deliver to HSSM at 2615 25th Avenue, Gulfport, Mississippi, 39501 a police report describing the bite incident within forty-eight (48) hours of delivery of the animal. HSSM will hold said animals for a period of not more than ten (10) days after which time the bite case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal.
- B. Court Animals. Those animals that are ordered by a court of law to be held and/or seized by the county will be accepted by HSSM for animal control officers of the City of Long Beach as provided in this Agreement. For every such animal delivered, the County agrees to deliver to HSSM at 2615 25<sup>th</sup> Avenue, Gulfport, MS 39501 within forty-eight (48) hours of delivery of the animal the pertinent court documentation evidencing the court's intent to hold, seize or otherwise retain said animal. If such documentation is not forthcoming within forty-eight (48) hours of delivery of the animal, disposition of the animal is left to the sole discretion of the HSSM.



## Minutes of October 6, 2020 Mayor and Board of Aldermen

HSSM may hold any such animal for a period of not more than 40 days after which time the court case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal.

- C. Limitations. It is understood and agreed that HSSM will accept for the care maximum of twenty-two (22) bite of court animals at one time from all agencies, municipalities, or other entities serviced by HSSM. Once the maximum number of bite of court case animals is achieved, HSSM, agrees to provide the City of Long Beach with written notice of the same which further advises that no further bite or court case animals will be accepted for care from any entity serviced by HSSM, and the City of Long Beach agrees to comply with said notice until otherwise directed by HSSM. Disposition of unclaimed animals after the requisite holding period is left to the sole discretion of HSSM.
- D. Medical Evaluations. HSSM and the City of Long Beach mutually understand and agree that medical evaluation of the animals described in Paragraph 6 herin is not the responsibility of HSSM, but at its sole discretion, HSSM may render necessary medical treatment as prescribed by a licensed veterinarian to any such animal in order to relieve pain and/or extreme discomfort. The parties further agree that all fees, costs, or other charges associated with such treatment shall be paid solely by the City of Long Beach in addition to the compensation set forth in Paragraph 3 herin above.
- E. Additional Fees. In addition to all other amounts described in this Agreement, the count shall pay to the HSSM the sum of Twelve Dollars and 50/100 (\$12.50) per day for any animal held at the shelter pursuant to Paragraph 6 herein. In the case of a bite animal, if the animal is surrendered by the owner, the County shall be responsible for the costs of the ten (10) day quarantine and necessary medical treatments, unless the animal is returned to the owner, upon which the owner shall be responsible for said costs.
- If the Animal Control Agency requests a forensic a necropsy service or medical evaluation of an animal, HSSM's veterinarian may perform these services as requested by the agency at a cost of \$50 per hour billed to the City of Long Beach. Any requests for such services must be made to HSSM in writing prior to performance of the same.
- F. Billing Invoices for any additional amounts to be paid by the City of Long Beach as described in Paragraph 6 herin will be submitted monthly by HSSM and any amounts due and owing shall be paid to

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

HSSM at 2615 25<sup>th</sup> Avenue, Gulfport, MS 39501 within fifteen (15) days of receipt of each invoice.

7. Medical Care. The City of Long Beach understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and shall not provide emergency veterinary care for the animals delivered or to be delivered to HSSM after normal business hours (being Monday-Friday, 7:30A.M-4:30 P.M.) and this responsibility rests solely with the City of Long Beach. The City of Long Beach understands and agrees that no animal which is injured, suffering, or is otherwise in need of emergency veterinary care shall be brought by the City of Long Beach to HSSM or any other temporary shelter after 4:30 P.M. on Monday through Friday or anytime Saturday or Sunday. During those times the County shall be solely responsible for providing life saving emergency veterinary care for said animals prior to delivery of any such animal to HSSM. Failure to comply with this Paragraph will be cause for unilateral termination of this Agreement by HSSM.

8. Seizures. In the event of a mass seizure of animals ordered or conducted by the City of Long Beach, the City of Long Beach agrees to make arrangements and pay for the humane containment and care of those animals seized. HSSM agrees to use its best efforts to assist the City of Long Beach in these seizures. If space allows, HSSM may accept these animals for at the shelter for a time period determined in the sole discretion of HSSM. If HSSM does agree to assist the County in a mass intake of animals, any addition costs uncured by HSSM will be the responsibility of the City of Long Beach to be billed pursuant to the billing terms described herein.

9. Default any nonpayment of material breach of any provision of this Agreement, by either party. Shall be deemed a default of this Agreement. In the event of default, the nonbreaching party may suspend this Agreement until the default is cured by providing the breaching party with written notice of the same. If the nonbreaching party fails to cure its default with in thirty (30) days of the date of said notice, this Agreement may be deemed terminated. All costs and expenses, including reasonable attorney's fees incurred in the enforcement of this paragraph or any other provision of this Agreement shall be borne by the breaching party.

10. Indemnification To the extent allowed by law, the City of Long Beach, agrees to indemnify and hold harmless HSSM, and/or volunteers, employees, Board of Directors, officer, successors and assigns, from any responsibility for the liability resulting from the physical condition and/or actions of the transported and delivered by

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

the City of Long Beach, and/or its agents, employees, officers, or officials pursuant to this Agreement both during the holding period and after their release, if any and/or from and against any responsibility or liability, including without limitations, lawsuits, claims, demands, and causes of actions resulting from or in any way arising out of acts or omissions of the City of Long Beach, and/or its agents, employees, or officials relating to the capture, seizure, transporting or delivery of said animals to HSSM or any other act or omission occurring while said animals are in the custody or control of the City of Long Beach.

HSSM agrees to indemnify and hold the City of Long Beach, and/or agents, employees, officers, and officials harmless from and against any responsibility or liability, including without limitations, lawsuits, claims, demands, and causes of actions resulting from or in any way arising out of acts or omissions of HSSM, and/or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including, but not limited to those involving the condition of HSSM's facilities or any animals kept or detained there disposition of any animals by the way of adoption, return to owner, euthanasia or otherwise.

11. Compliance with Governing Laws/Independent Contractor. HSSM agrees that it and its agents, volunteers, Board of Directors, officers, and officials shall comply with the laws and regulations which may govern or otherwise pertain to any of the services or activities that the HSSM is to perform as set out in this Agreement. It is further acknowledged and understood that HSSM and its agents, employees servants, officers and officials and all others provide service in connection with this Agreement are not employees or servants of the City of Long Beach, or in any joint venture, partnership, or corporate, business, or agency relationship with the City of Long Beach but instead are solely independent contractors.

12. Entire Agreement; Amendments. The instant agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City of Long Beach. This Agreement may not be amended, Supplemented or modified except by a written document signed by authorized representatives of both parties.

13. Severability. Should any clause, portion of section of this Agreement be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the unenforceability or validity of the remainder of the agreement.

Minutes of October 6, 2020  
Mayor and Board of Aldermen

14. Governing Law. The parties acknowledge and agree that this agreement shall be construed in accordance with the laws of the State of Mississippi.

15. Notices/points of Contact. All notices described herein, whether the same are required to be in writing or otherwise, shall be provided to the following.

To the City at:

City of Long Beach  
202 Alexander Rd  
Long Beach, MS 39560

To HSSM at:

Humane Society of South Mississippi  
Attn: Lori West, Chief Executive Officer  
2615 25<sup>th</sup> Ave  
Gulfport, MS 39501

IN WITNESS WHEREOF, The parties have respectively caused this Agreement to be executed by their undersigned duly authorized representatives, this the 6<sup>th</sup> day of October, 2020.

ATTEST  
\_\_\_\_\_

COUNTY OF HARRISON, Mississippi  
\_\_\_\_\_

ATTEST  
\_\_\_\_\_

HUMANE SOCIETY OF SOUTH MISSISSIPPI  
\_\_\_\_\_

*Stacy Dahl*  
c.t.j. clerk

CITY OF LONG BEACH  
*George Ross*

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following contract with Pickering Firm for Preliminary Engineering of Intersection Improvements at Klondyke Road & Commission Road, and authorize the Mayor to execute same:

ESC  
Rev. 08/28/94 (Base)  
Rev. 01/29/18 (This form)

**PRELIMINARY ENGINEERING SERVICES CONTRACT**  
**Intersection Improvements at Klondyke Road and Commission Road**  
**Project Number STP-0295-00(016)LPA/107917-701000**  
**Harrison County**

This CONTRACT, is made and entered into by and between the **City of Long Beach**, a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.** (the "CONSULTANT"), a corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **2001 Airport Road, Suite 201, Flowood, MS 39232**. 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 engineering design to improve the existing traffic signal from a span wire signal to a mast arm signal configuration and add turn lanes for each approach for the existing intersection at Klondyke Road and Commission Roads, as provided for in Project Number STP-0295-00(016)LPA/107917-701000, 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 "MDO1") 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.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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, 2022, 12:00 P.M., CDT** 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.

# Minutes of October 6, 2020

## Mayor and Board of Aldermen

### 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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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.



## Minutes of October 6, 2020 Mayor and Board of Aldermen

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.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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 **Harrison** 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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison 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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- 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

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- (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.



# Minutes of October 6, 2020 Mayor and Board of Aldermen

## 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:

### **CITY OF LONG BEACH:**

For Contractual Matters:  
Mayor George L. Bass  
201 Jeff Davis  
Long Beach, MS 39560  
Telephone: 228.863.1556  
Facsimile: 228.865.0822  
Email: [mayor@cityoflongbeachms.com](mailto:mayor@cityoflongbeachms.com)

For Technical Matters:  
Kini A. Gonsoulin  
201 Jeff Davis  
Long Beach, MS 39560  
Telephone: 228.863.1556  
Facsimile: 228.865.0822  
Email: [kini@cityoflongbeachms.com](mailto:kini@cityoflongbeachms.com)

### **PICKERING FIRM, INC.:**

For Contractual Matters:  
Richard C. Ferguson, P.E.  
2001 Airport Road, Suite 201  
Flowood, MS 39232  
Telephone: 601.956.3663  
Facsimile: 601.956.7817  
Email: [rferguson@pickeringfirm.com](mailto:rferguson@pickeringfirm.com)

For Technical Matters:  
Andy Phelan, P.E.  
126 Rue Magnolia  
Biloxi, MS 39530  
Telephone: 228.432.5925  
Facsimile: 228.432.5928  
Email: [aphelan@pickeringfirm.com](mailto:aphelan@pickeringfirm.com)

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

P.E. #12953

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers/Architect's and Surveyors


P.E. #19480

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

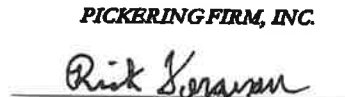
**ARTICLE XXVI. AUTHORIZATION**

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 6<sup>th</sup> day of October, 2020.

**CITY OF LONG BEACH**  
  
**Mayor George L. Bass**

WITNESS this my signature in execution hereof, this the 20<sup>th</sup> day of August, 2020.

**PICKERING FIRM, INC.**  
  
**Rick Ferguson, P.E.**

ATTEST: 

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

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**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

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**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}}}

Minutes of October 6, 2020  
Mayor and Board of Aldermen

CERTIFIED COPY OF RESOLUTION ADOPTED  
AT A REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF PICKERING, INC.  
April 18, 2016

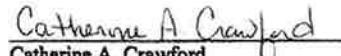
I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 18<sup>th</sup> day of April, 2016, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, the Corporation is desirous of entering into Engineering Agreements and/or amendments and modifications thereto ("Agreements") with the Mississippi Department of Transportation from time to time for the performance of certain professional engineering services, either directly or through its wholly owned subsidiary Pickering Firm, Inc.; and

WHEREAS, the Mississippi Department of Transportation requires a Special Resolution of the Board of Directors authorizing (1) the Corporation to enter into aforesaid Agreements and (2) empowering specific corporate officers to execute aforesaid Agreements;

RESOLVED, that the Corporation be and is hereby authorized to enter into aforesaid Agreements and that Michael E. Pohlman, President, Pickering, Inc. and Nat Whitten, Principal, Pickering, Inc., Curt Craig, Principal, Pickering, Inc. and Rick Ferguson, Principal, Pickering, Inc. be and are hereby empowered to execute said Agreements on behalf of the Corporation or its subsidiary companies (Pickering Firm, Inc., Pickering Builders, Inc., etc.).

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 18<sup>th</sup> day of April, 2016

  
Catherine A. Crawford  
Secretary

  
Attest

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### EXHIBIT 2

#### SCOPE OF WORK

##### DESCRIPTION OF PROJECT:

The CONSULTANT shall provide all necessary professional services required to provide complete plans and specifications to improve the existing traffic signal from a span wire signal to a mast arm signal configuration and add turn lanes for each approach for the existing intersection at Klondyke Road and Commission Roads inside the City of Long Beach. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

##### GENERAL REQUIREMENTS

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

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.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

Unless otherwise instructed by the LPA, the CONSULTANT shall comply with the current version of the following publications:

##### Roadway Design

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;
5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineering's *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO's *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;

## Minutes of October 6, 2020 Mayor and Board of Aldermen

15. NACTO *Urban Street Design Guide*;
16. *Manual on Uniform Traffic Control Devices* (MUTCD); and
17. Any other publications listed in Exhibit 8, or as instructed by MDOT.

### Hydraulic Design

- A. *Mississippi Standard Specifications for Road and Bridge Construction*;
- B. 23 CFR Parts 625, 630, and 650;
- C. 44 CFR Part 59-78;
- D. AASHTO *Drainage Manual*;
- E. AASHTO *LRFD Bridge Design Specifications*;
- F. *Bridge Scour and Stream Instability Countermeasures*;
- G. Federal Emergency Management Agency (FEMA) regulations;
- H. FHWA Hydraulic Engineering Circulars and other publications;
- I. FHWA publication *Design of Riprap Revetment*;
- J. FHWA publication *Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15)*;
- K. FHWA publication *Evaluating Scour at Bridges*;
- L. FHWA publication *Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14)*;
- M. FHWA publication *Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5)*;
- N. FHWA publication *Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7)*;
- O. FHWA Publication No. FHWA-HRT-05-072, *Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006*;
- P. FHWA publication *River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6)*;
- Q. FHWA publication *Stream Stability at Highway Structures*;
- R. FHWA publication *Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22)*;
- S. Floodplain Management Regulations for the State of Mississippi;
- T. Hydraulic Engineering Circular No. 11 (HEC-11);
- U. Hydraulic Engineering Circular No. 18 (HEC-18);
- V. Hydraulic Engineering Circular No. 20 (HEC-20);
- W. Hydraulic Engineering Circular No. 23 (HEC-23);
- X. National Flood Insurance Program regulations (NFIP);
- Y. Local, state, or federal regulations as appropriate; and
- Z. Any other publications listed in Exhibit 8, or as instructed by MDOT.

### Traffic Signal Design

- A. MDOT Traffic Engineering's Traffic Signal Standard Drawings.

### TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### DETAILED DESCRIPTION OF THE SCOPE OF WORK:

The CONSULTANT shall perform all the following services unless specifically stated otherwise:

#### Project Activation

The purpose of the Pre-Design Meeting is to discuss the specific design criteria, and other matters as the MDOT, LPA and CONSULTANT deem necessary.

The CONSULTANT shall submit minutes of the Pre-Design Meeting to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements discussed in the meeting.

#### FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, 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 by the LPA, including the following:

#### Centerline Survey and Control

- A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C. Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;
- D. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANTS opinion, their current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANTS field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
  1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
  2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
  3. Each land parcel boundary in or connecting to the limits of the projects shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
  4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;



## Minutes of October 6, 2020 Mayor and Board of Aldermen

5. Any distances or bearings shown on this drawing shall be grid;
  6. North arrow.
- F. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
  - G. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
  - H. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

### UST Survey

The CONSULTANT shall perform a subsurface investigation of the northeast corner and the southwest corner of the intersection of Klondyke and Commission Road. The location of any existing underground storage tanks (UST's) will be marked with paint. Depth ranges will be provided for each UST found. A written report detailing the subsurface investigation will be provided to the LPA.

### Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A. An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT;
- B. An ASCII file containing the field collected property point information. Naming of the file shall be firm's name project number\_property.txt. File format shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a PDF format. Naming of the file shall be firm's name project name property certification.pdf;
- C. An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name project number\_preliminary\_row.txt. File format shall be point number, northing, easting, RWM and station-offset;
- D. A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name project number\_survey\_notification.pdf;
- E. An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name project number\_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

At the end of the office review plans, the CONSULTANT shall submit an electronic copy of the following information:

## Minutes of October 6, 2020 Mayor and Board of Aldermen

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name-project number\_final\_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two six inches below the ground surface.

### FIELD STAKING

Other field staking services may include, but not limited to, the following:

- A. The CONSULTANT shall stake and flag the centerline, and stake all additional alignments (ramps, loops, detours, collector-distributor (C-D) roads, local roads, or other facilities) within two (2) weeks of notifications by the LPA for the purpose of the LPA preparing a Centerline Soil Profile. The alignments shall be recovered, reestablished and re-flagged again prior to the Field Inspection. All staking shall be in accordance within the current version of the MDOT Survey Manual.
- B. The bridge abutments and intermediate bents shall be established and staked in the field prior to the Field Review, and again prior to the Field Inspection;
- C. Once Final Right-Of-Way Plans have been issued and before the completion of plats and deeds, rebar (5/8" x 24" rebar) with a 2" aluminum cap shall be set at each proposed Right-of-Way corner points. Accuracy standards for placement of monuments shall be in accordance with the Standards of Practice for Class "B" surveys in the State of Mississippi as defined by the State of Mississippi Board of Licensure for Professional Engineers and Surveyors. The top of the pins shall be two (2) to six (6) inches below the ground surface. It shall be the CONSULTANT'S responsibility to update Right-of-Way monument pin locations due to revisions from the time Plats and Deeds are complete to the end of the office review plans;
- D. Once Final Right-of-Way Plans have been issued, all Right-of-Way lines shall be cleared and staked at 100-foot intervals, as required for appraisal and acquisition. For estimating purposes, a maximum of 10 parcels per trip are to be included.

### PHASE A (FIELD REVIEW) ROADWAY DESIGN

#### Phase A (Field Review) Roadway Plans

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure

## Minutes of October 6, 2020 Mayor and Board of Aldermen

cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

### **ROADWAY HYDRAULIC DESIGN (DRAINAGE AREA < 1,000 ACRES)**

#### **Hydraulic Analysis and Design Requirements**

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipators, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in 1. GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWAY Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For storm drainage systems that collect, convey and discharge stormwater flowing within and along the highway Right-of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so that the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the preconstruction conditions, when applicable.

For temporary drainage structures and/or culverts that may be necessary for detour roads or other non-permanent locations, the temporary hydraulic design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

The sediment basin design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

#### **Hydraulic Plans Requirements**

Pursuant to the Hydraulic Structure Recommendations, drainage details for all culverts and cross drains, including any that are necessary for detour roads and any other non-permanent locations, storm drainage systems, and sediment basins, shall be provided and placed accordingly in the drainage design file and referenced into the Plan-Profile Sheets.

For urban projects, the storm sewer design shall be depicted on separate Left and Right 1" = 20' Plan-Profile Sheets.

The following Plan-Profile Sheet information shall be provided at a minimum:

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- A. The plan view shall show all existing and proposed structures in the proper location, and include corresponding labels as to length, size, and type. Any existing drainage structures that conflict with proposed work shall be labeled to be removed. For storm drainage systems, an identifying structure tag (with corresponding tag in profile view) and a directional flow arrow on all pipes shall be included. For sediment basins, the location and type shall be shown.
- B. The profile view shall show the structures in the proper location and shall be drawn to proper flow lines and dimensions. Pipe slopes and any special ditch slopes shall be labeled.
- C. A detailed description of each structure shall be provided in the profile view, including, but not limited to:
  - o Station;
  - o Type;
  - o Size;
  - o Length;
  - o Drainage Area;
  - o Flowlines;
  - o Skews;
  - o Inverts;
  - o Dimensions when applicable, openings with pipe sizes

For silt basins, the following shall be included:

- o Station;
- o Basin type;
- o Drainage area;
- o Dam length and height.

For flat-bottom ditches, the following shall be included:

- o Location;
- o Station range of special ditch;
- o Bottom widths;
- o Side Slopes
- o Armoring when applicable

Cross sections shall include all existing, proposed, and temporary structures, labeled and drawn to proper flowlines and dimensions, in the cross-section file. A cross section shall be included at all drainage structure locations. The drainage structure cross sections shall not be in a separate cross section file.

#### **Submittal Requirements**

The CONSULTANT shall submit field inspection plans and hydraulic calculations concurrently no later than four (4) weeks prior to the Field Inspection, unless otherwise instructed by the LPA.

Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with the Field Inspection Plans.

The CONSULTANT shall allow four (4) weeks for review the LPA and MDOIT.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Representatives of the LPA, the appropriate divisions of MDOT and the CONSULTANT shall attend the Field Inspection at a date mutually agreed upon by both parties.

The CONSULTANT shall submit minutes of the Field Inspection to the MDOT and/or LPA within two (2) weeks after the conclusion of the Field Inspection, unless instructed otherwise by the Project Engineer or designee. The minutes shall include, but are not limited to, a list of attendees, a list of all significant changes to the plans, and a list of all action items by both the CONSULTANT and MDOT.

### **FINAL RIGHT-OF-WAY MAPS AND DEEDS**

The following shall be included:

- Location or property lines;
- Preparation of acquisition (appraisal) maps;
- Legal descriptors prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi; and
- Refurbishing of staking of proposed Right-of-Way limits and easements.

Not included are a title search, property acquisition and closing.

### **Right-Of-Way Acquisition Map**

The CONSULTANT shall prepare a plat of survey, signed and sealed by a Professional Surveyor, and description for each parcel being acquired under the project limits. The individual right-of-way plats and descriptions shall comply with the Standards of Practice for Class B surveys as defined by the State of Mississippi Board of Licensure for Professional Engineers and Surveyors. The minimum sheet size shall be no smaller than 8" x 14". The remaining area (acreage/square footage) is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. The description(s) required for each parcel shall be placed in the newest template from MDOT and include the following instrument templates: Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds), Partial Release (R-deeds), and Access Rights Deeds (G-deeds).

### **Revisions**

After the Maps and Deeds are completed, the CONSULTANT shall make any revisions requested by the MDOT and/or LPA as a result of any revisions made to the Final Right-of-Way Plans. The CONSULTANT acknowledges that revisions to Final Right-of-Way Plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

### **GEOTECHNICAL INVESTIGATION FOR ROADWAYS**

The CONSULTANT shall investigate subsurface soil and geological conditions along the project route as required to provide the necessary design criteria for structure foundations, pavement support criteria, and embankment stability as required by the LPA.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The Centerline Soil Profile shall be completed prior to the submittal of the field review plans so that the plans reflect slope

## Minutes of October 6, 2020 Mayor and Board of Aldermen

requirements in areas that contain high-volume-change soils, as well as fill and cut areas that will require benching foreslopes and/or backslopes.

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by the MDOT's District Materials laboratories, and in accordance with the MDOT SOP TMD020-14-00-000, "Centerline Soil Profiles And Standard Design Procedures for Construction of Roadways Through High Volume Change Soils".

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils that may require undercutting or other remedial measures for construction. From the Centerline Soil Profile, a tentative base design will be formed by the CONSULTANT and any undesirable strata shall be noted for special consideration by the CONSULTANTS Project Engineer in charge of the actual construction.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the LPA for review and approval. As a general rule, soil borings should be spaced a maximum of two hundred (200) feet apart along the centerline and drilled to a depth of three (3) feet below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (much or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These tests and analyses include:

- Estimated California Bearing Ration (CBR), from charts supplied by MDOT;
- Volume Change, AASHTO 92 or Mississippi Test Method MT-92;
- pH, Mississippi Test Method MT-30 or AASHTO 289; and
- Soil Resistivity, Mississippi Test Method MT-47 or AASHTO 228.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on the MDOT form TMD-683 or equivalent, and the Centerline Soil Profile. The Centerline Soil Profile shall show the limits of each soil type identified, with each type labeled as follows:

- An identification number to reference it to the laboratory test results;
- AASHTO classifications;
- Unified Soils classification;
- Estimated CBR; and
- % Volume Change (if applicable).

### **CADD Drawings**

The CONSULTANT shall use the requirements listed under I. GENERAL REQUIREMENTS of this Scope of Work for all CADD drawings. The generalized soil profiles shall be submitted with the Final Report.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Unless otherwise indicated, drawings submitted for Final Plans shall be in the following scales: 1 inch = 20 feet, or 1 inch = 40 feet.

Generalized soil profiles and boring logs shall contain standard notes and disclaimers. These notes will be furnished by the LPA. In addition, the generalized soil profiles shall contain a table of soil strengths and unit weights used for design calculations as well as geologic description of the individual soil zones and USCS classification.

### **Final Centerline Soil Profile Report**

For work involving a subsurface field investigation, and engineering analyses, the CONSULTANT shall prepare a draft report of all findings pertinent to the assigned Scope of Work. At that point, a meeting shall be held between the CONSULTANT and LPA to discuss the findings of the investigation and to review the draft report. After this meeting, the Final Centerline Soil Profile Report shall be prepared and signed by an engineer licensed in the State of Mississippi, and shall also contain the following at a minimum:

- A cover letter containing Project Number, County and a general description of the project;
- A project layout sheet containing the project termini and a map of the project area
- Laboratory test results;
- Generalized soil profiles;

The report shall contain the following, organized as follows:

- Cover Letter
- Layout Sheet
- General Information
- Geology
- Conclusions and Recommendations
- Generalized Soil Profile(s)
- Laboratory Test Results
- Final Boring Logs

### **PHASE B (OFFICE REVIEW) ROADWAY DESIGN**

The Office Review Plan requirements include the following components (if included in the project):

#### **PHASE B (Office Review) Roadway Plans**

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Plan Profile Sheet(s);
- H. Temporary Erosion Control Plan Profile Sheet(s);
- I. Intersection Detail Sheet(s);
- J. Traffic control plans;

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- K. Complete Form Grade Sheet(s) for interchange ramps, loops, and/or channelized intersections at 25-foot intervals and at critical locations as needed;
- L. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
- M. Standard, regulatory and warning signs;
- N. Temporary Erosion Control Standard Drawings;
- O. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
- P. Permanent Signing Plans;
- Q. Traffic Signal Plans and details;
- R. ITS Plans and details;
- S. Lighting Plans to include lighting layouts, legend, lighting notes, detail sheets, and Special Provisions;
- T. Right-of-Way and Easement Coordinate Sheet(s);
- U. Standard Drawings;
- V. Other applicable plans as necessary for the construction of the project;
- W. Final Cross Section Sheets; and
- X. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOF signing policies and practices and at the direction of the LPA.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a L.CNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

### TRAFFIC SIGNAL DESIGN

The following specific requirements are typical for this phase:

#### Traffic Signal Plans

Design of Traffic Signal Plans shall include:

- A. Layout of traffic signal poles;
- B. Vehicle detection and controllers;
- C. Type of poles to be used;
- D. Geometric roadway changes, if necessary;
- E. Surveys;
- F. Equipment and component design;
- G. Recapitulation of quantities
- H. Design of interconnected traffic signal systems, include adaptive traffic signal control systems when applicable;
- I. Design/method of interconnection for electrical service.

#### Signal Timing Plans

Signal system phase times, cycle lengths, and intersection offsets will be developed using approved timing analyses software at the direction of the LPA. Timing information will be reduced to spreadsheet format to facilitate data entry by, or under the direction of, the LPA.



## Minutes of October 6, 2020 Mayor and Board of Aldermen

### PS&E Assembly/Advertisement

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

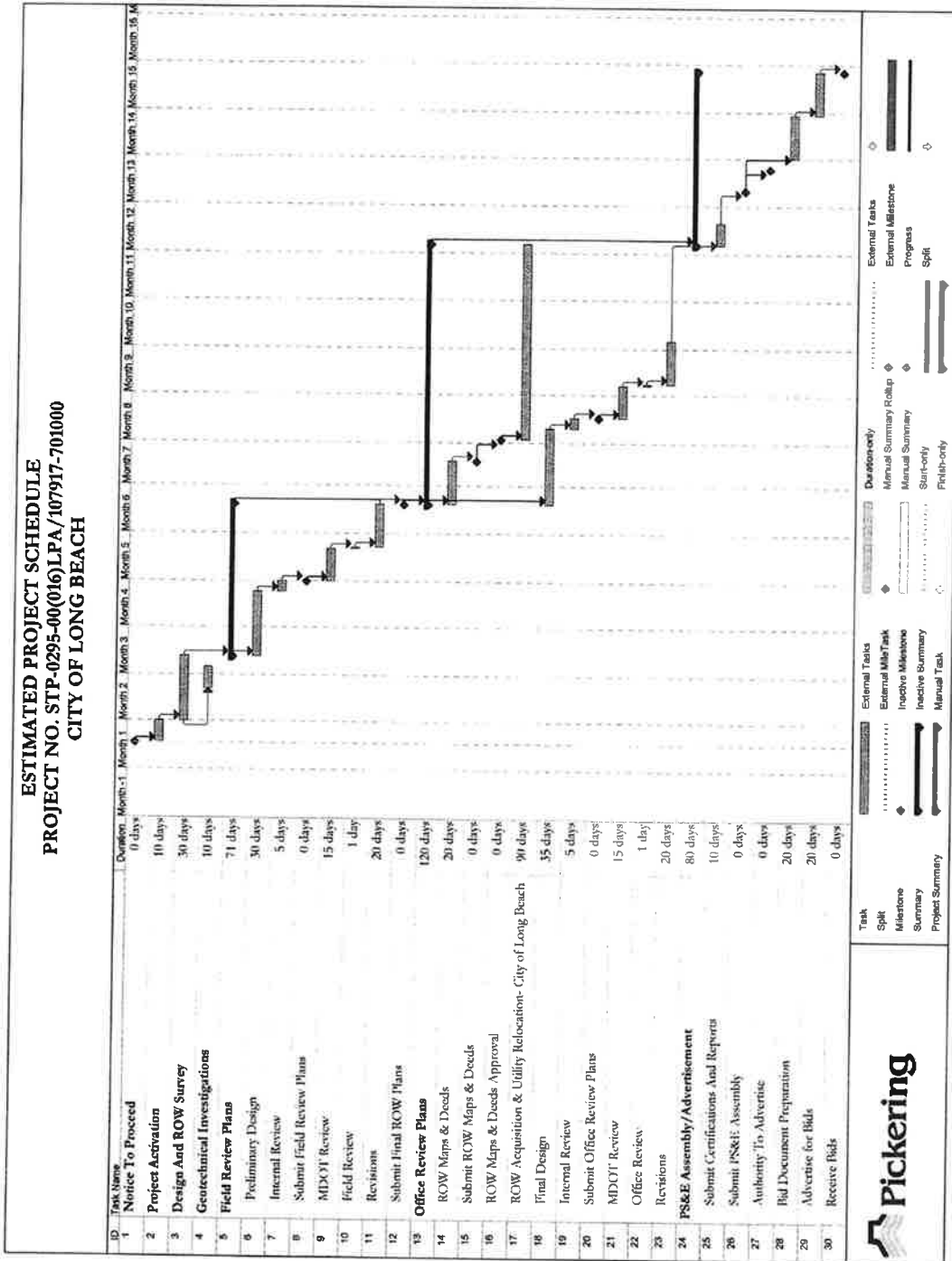
The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

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

# Minutes of October 6, 2020 Mayor and Board of Aldermen



## Minutes of October 6, 2020 Mayor and Board of Aldermen

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$138,047.24** 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

## Minutes of October 6, 2020 Mayor and Board of Aldermen

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 **\$11,869.04**, 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 **\$138,047.24** (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	\$99,013.07	\$5,312.00	\$11,869.04	\$21,853.13	\$138,047.24

Minutes of October 6, 2020  
Mayor and Board of Aldermen

EXHIBIT 4  
SAMPLE CSU-001 - COST PLUS FIXED FEE

REV 4/01/2016

LPA-CSU-001 For LPA's

Date Processed: January 0, 1900  
Vendor Number: 31000100000  
Project No: 0  
In Account With: 0  
Contract Number: CS 000000  
Est. No: 0

County: MISSISSIPPI  
Address: NADOT  
City: NADOT  
State: MISSISSIPPI  
Period: January 0, 1900

Project Name: MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
NADOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Invoice Number: 0  
P.O. No. 3941  
Sheet No: 1

Document No: 0001

Line Item	OC-A	User Code 1	User Code 2	Project Number / Detail Code	Object	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	000000	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
<b>Total Net Work Due</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Contract of Not To Exceed Amount: \$0.00

AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)

NTP Date: January 0, 1900  
Termination Date: January 0, 1900

Project Engineer: \_\_\_\_\_  
LPA Official: 0

Approved By: \_\_\_\_\_  
Consultant Services Unit Engineer - Scott Ehrigott, P.E.

% Matching Frank Production for LPA: 0.00000%

TOTAL Net Amount Owed to the LPA: 0.00

TOTAL Net Amount Owed to the LPA: 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

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**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 BENEFIT'S & 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

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**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
<b>Sub Total</b>			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
<b>Total Labor</b>				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
<b>Project Total</b>				0.00	0.00	0.00

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### 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



## Minutes of October 6, 2020 Mayor and Board of Aldermen

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 (b)), 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.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

### 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.

# Minutes of October 6, 2020 Mayor and Board of Aldermen

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<sup>th</sup> day of August, 2020.

**PICKERING FIRM, INC.**

*Rick Ferguson*  
**Rick Ferguson, P.E.**

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

My Commission Expires:



*Patricia Joiner*  
Notary

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

**EXHIBIT 7**

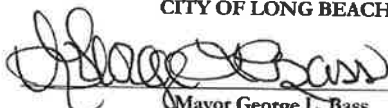
**CERTIFICATION OF THE LPA**

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 16<sup>th</sup> day of October, 2020

**CITY OF LONG BEACH**



\_\_\_\_\_  
Mayor George L. Bass

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

EXHIBIT 8

{Intentionally Left Blank}

# Minutes of October 6, 2020 Mayor and Board of Aldermen

## 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.

**132238**

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: *Rick Ferguson* 8/20/2020  
Authorized Officer or Agent Date

Rick Ferguson Principal  
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 20<sup>th</sup> day of August, 2020.



*Patricia Joiner*  
NOTARY PUBLIC  
My Commission Expires: 9-3-2023

\* 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.

Minutes of October 6, 2020  
 Mayor and Board of Aldermen

**Summary**  
 Intersection Improvements at Klondyke Road and Commission Road  
 City of Long Beach  
 Project Number STP-0295-00(016)LPA/107917-701000  
 Pickering Firm, Inc.  
 8/20/2020

Task	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	PCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Project Activation	14	\$0.00	\$6,400.00	\$1,219.65	\$1.96	\$1,861.61	\$0.00	\$223.16	\$2,084.77
Meetings	26	\$0.00	\$1,132.00	\$2,157.25	\$3.48	\$3,292.73	\$0.00	\$394.71	\$3,687.44
Design And ROW Survey	301	\$0.00	\$9,761.50	\$18,602.49	\$29.97	\$28,393.96	\$4,785.75	\$3,403.68	\$36,583.39
Subconsultant BMC, Inc.		\$13,166.79							\$13,166.79
Geotechnical Subconsultant BCD, Inc.		\$8,686.34							\$8,686.34
Roadway Design	458	\$0.00	\$19,258.00	\$36,699.97	\$59.12	\$56,017.09	\$43.25	\$6,714.96	\$63,185.30
PS&E/Advertisement	76	\$0.00	\$3,248.00	\$6,189.71	\$9.97	\$9,447.68	\$75.00	\$1,192.53	\$10,655.21
<b>Total</b>	<b>875</b>	<b>\$21,853.13</b>	<b>\$34,091.50</b>	<b>\$64,863.07</b>	<b>\$104.50</b>	<b>\$99,011.07</b>	<b>\$8,312.00</b>	<b>\$11,869.04</b>	<b>\$118,047.24</b>

Grand Total \$118,047.24

Minutes of October 6, 2020  
Mayor and Board of Aldermen

**Project Activation**

Intersection Improvements at Klondyke Road and Commission Road

City of Long Beach

Project Number STP-0295-00(016)LPA/107917-701000

Pickering Firm, Inc.

8/20/2020

MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Project Activation</b>						
LPA 100			2			2
LPA 700/800			2			2
ENV-160-LPA			4			4
Pre-Design Conference	2		2			4
QA/QC Project Activation	2					2
<b>Total Hours</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>14</b>

Raw Labor Rates \$57.50 \$41.00 \$35.00 \$27.00  
 Labor Cost \$230.00 \$410.00 \$0.00 \$0.00  
 \$640.00

Overhead % 190.57% \$1,219.65  
 Fixed Fee % 12.00% \$223.16  
 FCCM Overhead % 0.307% \$1.96

Direct Costs: Amount  
 Prints \$0.25 \$0.00  
 Mileage \$0.575 \$0.00  
 † See State Travel Handbook

Total Direct Costs: \$0.00  
**Prime Total \$2,084.77**



Minutes of October 6, 2020  
 Mayor and Board of Aldermen

**Meetings**  
 Intersection Improvements at Klondyke Road and Commission Road  
 City of Long Beach  
 Project Number STP-0295-00(016)LPA/107917-701000  
 Pickering Firm, Inc.  
 8/20/2020

MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Field Review</b>						
Print And Distribute Plans			2			2
Conduct Plan In Hand Review			2			2
Prepare Field Review Report			2			2
<b>Office Review</b>						
Print Plans And Specifications			2			2
Compile Design Notebook			2			2
Prepare ROW Status Reports			2			2
Conduct Plan Review			4			4
Prepare Office Review Report			2			2
<b>PS&amp;E Assembly</b>						
MDOT Coordination	4		4			4
<b>QA/QC Meetings</b>	4					4
<b>Total Hours</b>						
Raw Labor Rates	\$57.50	0	22	0	0	26
Labor Cost	\$230.00	\$57.50	\$41.00	\$35.00	\$27.00	\$1,132.00
		\$0.00	\$902.00	\$0.00	\$0.00	

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Overhead		%	190.57%	\$2,157.25
Fixed Fee		%	12.00%	\$394.71
FCCM Overhead		%	0.307%	\$3.48

Minutes of October 6, 2020  
Mayor and Board of Aldermen

Prints				
Mileage	Each	\$0.25	\$0.00	
	Miles	\$0.575	\$0.00	
! See State Travel Handbook				
		Total Direct Costs:	\$0.00	
	<b>Prime Total</b>			<b>\$3,687.44</b>

Minutes of October 6, 2020  
 Mayor and Board of Aldermen

**Design And ROW Survey**  
 Intersection Improvements at Klondyke Road and Commission Road  
 City of Long Beach  
 Project Number STP-0295-00(016)LPA/107917-701000  
 Pickering Firm, Inc.  
 8/20/2020

MDOT Process Item Description	Survey Manager	Project Surveyor	2 Person Survey Crew	Senior Technician	Survey Intern	Total Hours
<b>Design Survey</b>						
Establish Horizontal And Vertical Control	2		8		4	14
Complete Letters And Maps Of Survey Notifications	2				4	6
Topographic Mapping & Utility Survey	10		64		40	114
Staking For Field Review	2		16		4	22
<b>ROW Survey - Less Than 5 parcels</b>						
Gather/Obtain Initial Deeds	4					4
Preliminary Property Map	4				8	12
Property Survey	16		16		16	48
Staking For ROW Acquisition	2		12		4	18
Acquisition Plans	10				20	30
Acquisition Deeds	5				8	13
<b>QA/QC Design And ROW Survey</b>	20					20
<b>Total Hours</b>	77	0	116	0	108	301
<b>Raw Labor Rates</b>	\$35.50	\$35.50	\$41.50	\$28.00	\$20.50	\$9,761.50
<b>Labor Cost</b>	\$2,733.50	\$0.00	\$4,814.00	\$0.00	\$2,214.00	\$9,761.50

Overhead 190.57%  
 Fixed Fee 12.00%  
 FCCM Overhead 0.307%

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints		Each	\$0.25	\$0.00
Mileage	2,250	Miles	\$0.575	\$1,293.75
Meals	30	Days	\$46.00	\$1,380.00
Lodging	22	Days	\$96.00	\$2,112.00

<sup>1</sup> See State Travel Handbook  
 Total Direct Costs: \$4,785.75

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

\$36,583.39

Prime Total

Minutes of October 6, 2020  
 Mayor and Board of Aldermen

**Survey Subconsultant**  
 Intersection Improvements at Klondyke Road and Commission Road  
 City of Long Beach  
 Project Number STP-0295-00(016)LPA/107917-701000  
 EMC, Inc.  
 8/20/2020

MDOT Process Item Description	Project Manager	2 Man SUE Crew	Clerical	Total Hours
<b>UST Subsurface Investigation</b>				
Subsurface Investigation Final Report	10	40		50
Obtain Applicable Data From MDOT And Review	5		3	8
Subsurface Investigation Final Report	5		3	8
<b>Total Hours</b>	20	40	6	66

<b>Raw Labor Rates</b>	\$45.00	\$52.50	\$19.00	\$3,114.00
<b>Labor Cost</b>	\$900.00	\$2,100.00	\$114.00	\$3,114.00
	Overhead	%	198.32%	\$6,175.68
	Fixed Fee	%	12.00%	\$1,114.76
	FCCM Overhead	%	7.65%	\$238.22
<b>Direct Costs:</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price<sup>1</sup></b>	<b>Amount</b>
GPR	4	Days	\$250.00	\$1,000.00
Mileage	675	Miles	\$0.575	\$388.13
Meals	8	Days	\$46.00	\$368.00
Lodging	8	Days	\$96.00	\$768.00
<sup>1</sup> Sec State Travel Handbook				<b>Total Direct Costs:</b>
				\$2,524.13
<b>Prime Total</b>				<b>\$13,166.79</b>

Minutes of October 6, 2020  
Mayor and Board of Aldermen

**Geotechnical Investigations**  
Intersection Improvements at Klondyke Road and Commission Road  
City of Long Beach  
Project Number STP-0295-00(016)LPA/107917-701000  
Burns Cooley Dennis, Inc.  
8/20/2020

MDDOT Process Item Description	Project Manager	Project Engineer	Draftsman	Permitting Technician	Clerical	Total Hours
<b>Geotechnical</b>						
Coordinate Field Investigation	1	2				3
Coordinate Lab Investigation	1	1				2
Examine Samples		1				1
Data Assimilation/Log Preparation		2	2			4
Report Preparation	6	10			2	18
<b>Total Hours</b>	<b>8</b>	<b>16</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>28</b>
Raw Labor Rates	\$80.00	\$45.00	\$25.00	\$25.00	\$20.00	\$1,450.00
Labor Cost	\$640.00	\$720.00	\$50.00	\$0.00	\$40.00	

Overhead %	167.33%
Fixed Fee %	12.00%
FCCM Overhead %	0.00%

**Field And Lab**

Field Equip. Mob/Demob	Quantity	Unit	Unit Price	Amount
Drilling on Land, 0-70 ft	1	Lump Sum	\$500.00	\$500.00
Pavement Coring	30	Feet	\$25.10	\$753.00
Traffic Control	6	Each	\$75.00	\$450.00
pH of Soils M1-30	1	Lump Sum	\$750.00	\$750.00
Soil Resistivity MT-47	2	Each	\$40.00	\$80.00
Atterberg Limits T 89 & T 90	2	Each	\$75.00	\$150.00
Water Content T 265	8	Each	\$65.00	\$520.00
% Finer Than The No. 200 Sieve T 11	18	Each	\$8.00	\$144.00
Shrinkage Factor (Volume Change)	3	Each	\$50.00	\$150.00
Soluble Sulfate Ion In Soils & Water M1-58	2	Each	\$75.00	\$150.00
	2	Each	\$150.00	\$300.00
Total Field And Lab:				\$3,947.00

Minutes of October 6, 2020  
 Mayor and Board of Aldermen

**Geotechnical Investigations**  
 Intersection Improvements at Klondyke Road and Commission Road  
 City of Long Beach  
 Project Number STP-0295-00(016)LPA/107917-701000  
 Burns Cooley Dennis, Inc.  
 8/20/2020

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Mileage	692	Miles	\$0.575	\$397.90
Total Direct Costs:				\$397.90
Subconsultant Total				\$8,686.34

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

Minutes of October 6, 2020  
Mayor and Board of Aldermen

**Roadway Design**  
Intersection Improvements at Klondyke Road and Commission Road  
City of Long Beach  
Project Number STP-0295-00(016)LPA/107917-701000  
Pickering Firm, Inc.  
8/20/2020

MDCOT Process Item Description	No. Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Field Review</b>							
Title Sheet					2		2
Detailed Index					2		2
Typical Sections				2	2		4
<b>Summary of Quantities</b>							
Create SQ Sheets				1			1
Select Appropriate Pay Items				1			1
<b>Plan And Profile Sheets</b>							
Create Sheets				4			4
Sheet Clean Up And Organization					4		4
Add Notes And Pipes In Profile View					4		4
<b>Horizontal Alignment Design</b>							
Mainline				4			4
Establish Pavement And Shoulder Edge Lines				8			8
<b>Vertical Alignment Design</b>							
Mainline				4			4
<b>Intersection Design</b>							
Evaluate Sight Distance				4			4
Determine Turn Lane Configurations				8			8
Establish Turning Radii And Channelization				8			8
<b>Drainage Design (D.A. &lt; 1,000 acres)</b>							
Calculate Drainage Area And Flow Rates For Drainage				4			4
Complete Hydraulic Culvert Data Form				4			4
Storm Drain Calculations				8			8
<b>3D Model</b>							
Create 3D Model For Mainline				8			8
Generate Proposed Cross Sections From Model				4			4
Determine Constructability Issues				4			4
<b>Erosion Control Sheets</b>							
Generate Plan View Sheets With Contours				8			8
<b>Miscellaneous Sheets</b>							
Special Design Sheets				4	4		8
Preliminary Permanent Striping				4	4		8



Minutes of October 6, 2020  
 Mayor and Board of Aldermen

<b>Roadway Design</b> Intersection Improvements at Klondyke Road and Commission Road City of Long Beach Project Number STP-0295-00(016)LPA/107917-701000 Pickering Firm, Inc. 8/20/2020							
MDOY Process Item Description	No. Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Preliminary Permanent Signage Plan				2	2		4
Traffic Signal Modification Sheets				32			32
Traffic Signal Plan				12			12
Traffic Signal Details							
Traffic Control Plan				8			8
Evaluate Construction Phasing					4		4
TCP Sheets					4		4
ICP Typical Sections							
<b>Utility Coordination</b>							
Review Existing Data And Information				8			8
Utility Coordination Meetings				8			8
Utility Accommodations				8			8
Special Requests				4			4
Process Utility Permits				8			8
<b>Office Review</b>							
Title Sheet					2		2
Detailed Index					2		2
General Notes					4		4
Typical Sections				4			4
<b>Summary of Quantities</b>							
Add Quantities				4			4
Add Footnotes				4			4
<b>Estimated Quantity Sheets</b>							
Earthwork				2			2
Drainage Structures				4			4
Permanent Erosion Control				2			2
Traffic Control				4			4
Removal Items				2			2
Side Drains				2			2
Junction Boxes				2			2
Pavement Markings				2			2
Permanent Signage				2			2
Incidental Construction Items				2			2

Minutes of October 6, 2020  
Mayor and Board of Aldermen

**Roadway Design**  
Intersection Improvements at Klondyke Road and Commission Road  
City of Long Beach  
Project Number STP-0295-00(016)LPA/107917-701000  
Pickering Firm, Inc.  
8/20/2020

MDOT Process Item Description	No. Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Plan And Profile Sheets</b>							
Sheet Clean Up And Organization					4		4
Design And Place Permanent Erosion Control Items					4		4
Place Earthwork Information					2		2
<b>Traffic Control Plan</b>							
Develop Phasing Narrative				4			4
Construction Signing Details					4		4
TCP Sheets					2		2
TCP Typical Sections					2		2
Address Corrections From MDOT TYP Check					2		2
<b>Special Design Sheets</b>							
Erosion Control Sheets					2		2
Intersection Detail Sheets					8		8
Pavement Marking Detail Sheets					4		4
Form Grade Sheets					8		8
Miscellaneous Detail Sheets					4		4
Control Points Sheet					1		1
<b>Permanent Signing Sheets</b>							
Permanent Signing Details					4		4
<b>Traffic Signal Modification Sheets</b>							
Traffic Signal Plan				24			24
Traffic Signal Details				4			4
<b>Standard Drawings</b>							
Determine Necessary Standards					2		2
<b>Quantity Calculations</b>							
Submit Office Review Plans				40			40
Submit Multi-Page PDF Files For Plans							
Complete/Submit Phase B Checklist				2			2
Submit Quantity Calculations (1 Multi-Page PDF)				2			2
Submit CAD/D Files				2			2
<b>QA/QC Roadway Design</b>							
Project Management		40	24				64
		40	24	208	96	0	458
Total Hours		\$57.50	\$57.50	\$41.00	\$35.00	\$27.00	
Raw Labor Rates							

Minutes of October 6, 2020  
 Mayor and Board of Aldermen

<b>Roadway Design</b> Intersection Improvements at Klondyke Road and Commission Road City of Long Beach Project Number STP-0295-00(016)LPA/107917-701000 Pickering Firm, Inc. 8/20/2020							
MDOT Process Item Description	No. Sheets	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Labor Cost Overhead Fixed Fee FCCM Overhead		\$2,300.00	\$1,380.00	\$12,218.00	\$3,360.00	\$0.00	\$19,258.00
			%	%	190.57%		\$36,699.97
			%	%	12.00%		\$6,714.96
			%	%	0.307%		\$59.12
Direct Costs: Prints Mileage <sup>1</sup> See State Travel Handbook	Quantity 1,000 350	Unit Each Miles	Unit Price <sup>1</sup> \$0.25 \$0.575	Amount \$250.00 \$201.25			\$451.25 \$63,183.30
Total Direct Costs:							\$451.25
<b>Prime Total</b>							<b>\$63,183.30</b>



# Minutes of October 6, 2020 Mayor and Board of Aldermen

<sup>1</sup> See State Travel Handbook  
 Total Direct Costs: \$75.00  
**Prime Total \$10,655.21**

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Pickering Firm for Engineering Services for NRCS EWP Improvements for Trautman Bayou @ Magnolia Drive, and authorize the Mayor to execute same:

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the last date of execution ("Effective Date") between

The City of Long Beach ("Owner")

and

Pickering Firm, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

NRCS EWP Improvements for Trautman Bayou @ Magnolia Drive ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See Appendix 2, Scope

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **45 days**. If the actual time to complete construction exceeds the number of months, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of

## Minutes of October 6, 2020 Mayor and Board of Aldermen

1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 Termination

#### A. The obligation to continue performance under this Agreement may be terminated:

##### 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

##### 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- #### B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner



**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Survey - A Lump Sum amount of \$4,500

Environmental Permitting - A Lump Sum amount of \$5,000

Engineering Design - A Lump Sum amount of \$6,100

Bid Phase Services - A Lump Sum amount of \$3,000

Construction Engineering and Inspection - **7.5% of construction cost (approx. \$9,880)**

For Lump Sum tasks, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

For tasks based on a percent of construction cost as a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:

1. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.
- ~~2. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.~~
- ~~3. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.~~

For fees associated with Construction Cost, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Both Lump Sum Amounts and Fees based on Construction Cost include compensation for Engineer's Services and services of Engineer's consultants, if any, as well as accounting for labor, overhead, profit, and reimbursable expenses.

Minutes of October 6, 2020  
Mayor and Board of Aldermen

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Scope

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the date of execution by both parties.

OWNER:  
By: [Signature]  
Title: Mayor  
Date Signed: 10/6/2020

ENGINEER:  
By: [Signature]  
Title: Principal Owner  
Date Signed: 09/23/2020

Engineer License or Firm's Certificate  
Number: 19480

State of: Mississippi

Address for giving notices:  
City of Long Beach  
201 Jeff Davis Ave  
Long Beach, MS 39560

Address for giving notices:  
Pickering Firm, Inc.  
126 Rue Magnolia  
Biloxi, MS 39530

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer.

**Engineer's Standard Hourly Rates**

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 7.01, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Classification	Hourly Fee
1. Principal / Project Director .....	210.00
2. Senior Project Manager.....	190.00
3. Project Manager / Senior Engineer .....	180.00
4. Project Engineer.....	145.00
5. Senior Designer.....	130.00
6. Survey Manager.....	130.00
7. Professional Intern .....	115.00
8. Project Surveyor.....	115.00
9. Senior Scientist / Senior Geologist .....	105.00
10. Senior Technician .....	105.00

---

Appendix 1, Standard Hourly Rates Schedule  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 1

---

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- 11. Technician / Inspector / Project Coordinator .....90.00
- 12. Scientist.....90.00
- 13. Survey Team (2-person), Including Conventional Equipment\* .....150.00
- 14. Survey Team (3-person), Including Conventional Equipment\* .....185.00
- 15. Survey Team (4-person), Including Conventional Equipment\* .....220.00

\* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.

- 16. GPS Survey Team (1-person) .....155.00
- 17. GPS Survey Team (2-person) .....200.00
- 18. Clerical .....85.00

19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,800), or architect/engineer (\$1,500).

20. A minimum of four (4) hours is charged for a survey team for any service occurrence.

21. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.

22. Overtime hourly rate is 1.5 times the regular hourly rate.

23. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$90 to \$140 depending on the level of expertise required and the frequency of the requirement for the specific individual.

**OTHER SERVICES**

24. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.

25. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.

26. Consultants will be charged at 1.15 times actual rates.

27. Printing, reproduction and express courier at 1.15 times cost.

28. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$100.00 per day

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**



This is **Appendix 2, Scope**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

**Scope of Work**

---

**General Project Description**

In general, the Engineer will perform survey, environmental permitting, engineering design, bid phase services, construction engineering, and Resident Project Representative Services. Subsequent services, including but not limited to environmental assessments, cultural resource assessment, etc., may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

The Owner and Engineer both recognize that the following tasks are independent of one another. The Engineer shall not begin any task, or any subsequent task, without written notification to proceed by the owner.

This project generally consists of improvements to an existing stream bank along Trautman Bayou from Highway 90 to the CSX Railroad and including replacement of the culvert crossing Magnolia Drive. Generally, improvements will consist of regrading stream banks and filling of gullies on either side of Magnolia Drive with stabilization provided by a rock rip rap channel and grouted riprap for bank and utility protection.

**Task 1 – Survey (\$4,500)**

A topographic survey will be prepared for an approximately 3,700 linear feet alignment along Trautman Bayou from Highway 90 to the railroad track. Inverts of all culverts and random bayou cross sections will be shot as needed for design. The survey will include, but not limited to, the following: protected trees, above grade utility features and accessible inverts, benchmarks set, all pavement types, curb lines, curb openings, road striping, parking stripes, sidewalks, street lights, electric equipment, water features, ground elevations, ground elevations at ridges and valleys, top of banks, and centerline of ditches. This survey will be topographic only; no boundary data will be verified in the field.

This survey will include underground utilities by accessible above ground features, painted lines by others (i.e. MS811), and inverts.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

The survey will show any recorded easements within title work if provided by the CLIENT. The horizontal data will be based on state plane coordinates, MS East Zone/NAD83 in feet and the vertical data will be based on NAVD 88, Geoid 2009. This survey will meet the current minimum land surveying requirements for the State of Mississippi.

Our surveying services will not include:

- Title research. We will depend on the Client to furnish an updated title commitment.
- Establishing rights-of-way, property lines, lot lines, easements, etc.
- Investigation or location of underground structures or facilities by means of excavation or ground penetrating radar.

### **Task 2 – Environmental Permitting (\$5,000)**

The Consultant's services will consist for the following:

1. Participate in project pre-application meeting with the USACE, and appropriate state or local regulatory agencies.
2. Preparation and submittal of a Nationwide 37 permit application. Items included with the wetland permit application:
  - a. Purpose and Need Statement
  - b. Alternative Analysis
  - c. Wetland Delineation Report
  - d. Wetland/ Stream Location Map
  - e. Amount of Impacts from Project Plans
  - f. Proposed Project Plan
  - g. Map of Property Owners and Adjacent Property owners
  - h. Applicant Information
3. Assumptions and Limitations:
  - a. It is our understanding that NRCS has performed necessary pre-application due diligence (i.e. wetland delineation, cultural resource study, threatened & endangered species assessment, etc.) and Pickering will rely on this information, by others, to make environmental permit application(s).
  - b. The costs provided herein for environmental permitting were determined based on the assumption that a Nationwide 37 Permit will be required for this Project.
  - c. Pickering anticipates a time period of 150 to 180 days to receive the approved environmental permit after the permit application materials have been submitted.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

- d. This proposal does not include costs for a Wetland Delineation, Cultural Resources, and/or a Threatened and Endangered Species Survey. If any of these tasks is deemed necessary or any other additional services beyond the scope of work described above, an additional cost estimate will be provided at that time.
- e. This proposal does not include costs for wetland mitigation or restoration associated with the potential impacts of this Project, if any.

### **Task 3 – Engineering Design (\$6,100)**

Utilizing owner provided information, readily-available data from the State of Mississippi & NRCS, and any other deliverables subject to any owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from owner, for the general scope of work described above, the Engineer shall:

1. Prepare Preliminary (60%) Drawings and Specifications indicating the scope, extent, and character of the Work. Furnish 3 review copies of the preliminary (60%) documents and any other deliverables to Owner and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Design Phase documents and any other deliverables. A revised Opinion of Probable Construction Cost will be provided with the Preliminary Design Drawings.
2. Prepare Final (100%) Drawings and Specifications indicating the scope, extent, and character of the Work. Furnish 3 review copies of the Final (100%) documents and any other deliverables to Owner and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Design Phase documents and any other deliverables. A revised Opinion of Probable Construction Cost will be provided with the Final Design Drawings.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project. Engineer will assist the owner in consultations with such authorities and will revise the drawings and specifications accordingly in response to directives from such authorities.
4. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the Owner.



## Minutes of October 6, 2020 Mayor and Board of Aldermen

### **Task 4 – Bid Phase Services - \$4,000**

After acceptance by Owner of the bidding documents and final Opinion of Probable Construction Cost as determined in the Engineering Design Phase, and upon written authorization, by the owner, to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for proposals and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

### **Task 5 – Construction Engineering and Inspection (7.5% of construction cost)**

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

## Minutes of October 6, 2020 Mayor and Board of Aldermen

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work as outlined below.
3. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory as needed
4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a

---

Appendix 2, Scope

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 5

---

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto.

---

Appendix 2, Scope

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

Page 7

---

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

*Duration of Construction Phase:* This contract assumes a contract time of **45 days**. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

## Minutes of October 6, 2020 Mayor and Board of Aldermen

*Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

### **Resident Project Representative**

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.



**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept shop drawing or sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

---

Appendix 2, Scope  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 13

---

\*\*\*\*\*

Minutes of October 6, 2020  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Memorandum of Negotiation for MDEQ on the Trautman drainage Basin Wastewater System Upgrades project, and authorize the Mayor to execute same:

RESTORE

v082219

MDEQ – OFFICE OF RESTORATION

MEMORANDUM OF NEGOTIATION

for  
Professional Service Contracts

Sub-Award No. 20-00071

Project Name: Trautman Drainage Basin Wastewater System Upgrades

Type of Services: Engineering of pump station and force main

Sub-Recipient: City of Long Beach

Contractor: Overstreet & Associates

The Contractor's cost or price breakdown has been reviewed by the Sub-Recipient, and the Sub-Recipient certifies that the cost or price is sufficiently detailed, accurate, fair and reasonable. Consideration was given to the complexity of the work, the contractor's risk, and industry profit rates in the surrounding geographical area for similar work. The Sub-Recipient therefore accepts Contract.

  
Signature of Sub-Recipient's Authorized Representative

George L. Bass  
Printed Name

Mayor  
Title

October 6, 2020  
Date

\*\*\*\*\*

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to award the Pavement and Sidewalk Repairs for Long Beach Harbor to Gibson Maintenance:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

February 28, 2020

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Long Beach Small Craft Harbor – Hurricane Nate  
Pavement and Sidewalk Repairs**

Ladies and Gentlemen:

We received bids for the referenced project on September 8, 2020, and have attached a Certified Tabulation of the bids. We received two bids for the work, with the low price offered by Gibson Maintenance, LLC, in the amount of \$199,928.50. Gibson Maintenance is a local contractor who has satisfactorily completed projects for the City in the past, including in the Harbor areas. We have no doubts of their ability to complete this project successfully.

The referenced total bid price includes an alternate bid amount of \$18,900 for the installation of thermoplastic striping for the east parking areas, the southern fishing quay, and the west jetty parking areas in lieu of repair of the conventional painted stripes. According to the Harbormaster, these painted stripe areas must be repaired/refreshed on a yearly basis by the City, while the thermoplastic striping in the boat parking area which was installed in 2015 is still in good, serviceable condition. However, it is not anticipated that the installation of thermoplastic striping, a definite upgrade to the parking areas, would be eligible for FEMA-funding.

Based on all the above, we recommend award of the project to Gibson Maintenance in the amount of their total bid (base bid plus alternate bid one), \$199,928.50, subject to the City's concurrence in the use of the thermoplastic striping.

Sincerely,


David Ball, P.E.

DB:1036  
Attachment

## Minutes of October 6, 2020 Mayor and Board of Aldermen

**CITY OF LONG BEACH  
LONG BEACH SMALL CRAFT HARBOR  
PAVEMENT AND SIDEWALK REPAIRS  
Bid Date: September 8, 2020**

CONTRACTORS BIDDING:		GIBSON MAINTENANCE, LLC		JLB CONTRACTORS, LLC		
Certificate of Responsibility No.:		13076-MC		21884-MC		
Bid Bond:		YES		YES		
Acknowledgment Addendum No. 1:		YES		YES		
<b>BASE BID:</b>						
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	
400-A	REMOVAL OF PAVEMENT	250 SY	\$ 32.00	\$ 8,000.00	\$ 8.00	\$ 2,000.00
400-B	REMOVAL OF TRAFFIC STRIPING	200 LF	\$ 3.00	\$ 600.00	\$ 10.00	\$ 2,000.00
401-A	SELECT SANDY BACKFILL (LVM)	50 CY	\$ 15.00	\$ 750.00	\$ 25.00	\$ 1,250.00
401-B	CLAY GRAVEL BACKFILL (LVM)	50 CY	\$ 26.00	\$ 1,300.00	\$ 125.00	\$ 6,250.00
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	125 SY	\$ 79.00	\$ 9,875.00	\$ 35.00	\$ 4,375.00
401-D	4" HOT BITUMINOUS SURFACE COURSE (12.5 MM MIX, FM)	125 SY	\$ 80.00	\$ 10,000.00	\$ 125.00	\$ 15,625.00
401-E	4" CLASS "C" CONCRETE SIDEWALK (FM)	116 SY	\$ 110.00	\$ 12,760.00	\$ 95.00	\$ 11,020.00
401-F	SEAL SEAMS/PENETRATIONS IN THE EAST BULKHEAD WALL FILL VOIDS, LIFT AND STABILIZE SETTLE SIDEWALK SECTIONS EAST OF PARKING LOT	1 LS	\$ 13,500.00	\$ 13,500.00	\$ 4,500.00	\$ 4,500.00
401-G	CONCRETE SIDEWALK SPOT REPAIR	15 EA	\$ 1,000.00	\$ 15,000.00	\$ 750.00	\$ 11,250.00
401-I	REPLACE EXISTING CONCRETE WHEEL STOPS WITH RUBBER WHEEL STOPS	55 EA	\$ 200.00	\$ 11,000.00	\$ 500.00	\$ 27,500.00
401-J	RELOCATE AND INSTALL EXISTING CONCRETE WHEEL STOPS IN OTHER HARBOR PARKING AREAS	20 EA	\$ 100.00	\$ 2,000.00	\$ 350.00	\$ 7,000.00
401-K	PROVIDE AND INSTALL OTHER WHEEL STOPS	15 EA	\$ 475.00	\$ 7,125.00	\$ 450.00	\$ 6,750.00
401-L	PROVIDE AND INSTALL RUBBER SPEED BUMP SECTIONS	300 LF	\$ 70.00	\$ 21,000.00 *	\$ 50.00	\$ 15,000.00
402-A	4" REFLECTORIZED PAINT TRAFFIC STRIPING	150 LF	\$ 1.25	\$ 187.50	\$ 10.00	\$ 1,500.00
403-A	REMOVE EXISTING PARK BENCH AND REPLACE WITH RECYCLED PLASTIC BENCH	23 LF	\$ 1,000.00	\$ 23,000.00	\$ 1,750.00	\$ 40,250.00
403-B	REMOVE EXISTING PICNIC TABLE AND REPLACE WITH RECYCLED PLASTIC TABLE	2 EA	\$ 2,700.00	\$ 5,400.00	\$ 2,500.00	\$ 5,000.00
403-C	INSTALL GROUND MOUNTED SIGN WITH POST	17 EA	\$ 500.00	\$ 8,500.00	\$ 550.00	\$ 9,350.00
403-D	INSTALL SURFACE MOUNTED SIGN	10 EA	\$ 300.00	\$ 3,000.00	\$ 600.00	\$ 6,000.00
403-E	RELOCATE PUMP STATION CONTROLS AND REMOVE 4" OF CONCRETE BULKHEAD WITH RAILING	1 LS	\$ 7,960.00	\$ 7,960.00	\$ 12,000.00	\$ 12,000.00
403-F	MOUNT ELECTRICAL CONDUIT ALONG NORTH SIDE OF SOUTHERN FISHING QUAY	1 LS	\$ 4,671.00	\$ 4,671.00	\$ 7,500.00	\$ 7,500.00
470-A	CONCRETE SLOPE PAVING AND SIDEWALK APRON REPAIR IN PLACE	10 CY	\$ 1,000.00	\$ 10,000.00	\$ 1,800.00	\$ 18,000.00
<b>TOTAL BASE BID</b>			<b>\$ 181,028.50 *</b>		<b>\$ 234,120.00</b>	
<b>ALTERNATE BID 1</b>						
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	
402-B	4" THERMOPLASTIC DETAIL (ANY COLOR)	5500 LF	\$ 3.00	\$ 16,500.00	\$ 3.25	\$ 17,875.00
402-C	THERMOPLASTIC LEGEND (ANY COLOR)	300 SF	\$ 8.00	\$ 2,400.00	\$ 8.00	\$ 2,400.00
<b>TOTAL ALTERNATE BID 1</b>			<b>\$ 18,900.00</b>		<b>\$ 20,275.00</b>	
<b>TOTAL BASE BID + ALTERNATE BID 1</b>			<b>\$ 199,928.50 *</b>		<b>\$ 254,395.00</b>	

  
David Ball, P.E.  
Cert. No. 16546  
10/1/2020



\* Engineer's corrected figure per clarification

\*\*\*\*\*

Minutes of October 6, 2020  
Mayor and Board of Aldermen

After discussion, and based on the following recommendation from City Engineer David Ball, Alderman Lishen made motion seconded by Alderman Frazer and unanimously carried to approve repaving Spring Street from Shore Drive to Beatline Road, repaving Kuyrkendal, and authorizing a \$5,000 increase in fees to Overstreet & Associates:

161 Lameuse St., Suite 203  
Biloxi, MS 39530  
228-967-7137



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

October 2, 2020

City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Asphalt Repairs/Overlays - Long Beach**

Ladies and Gentlemen:

The City's term bid asphalt contractor, Landshapers Inc., has completed all asphalt overlays and patches which have been previously approved. As has been consistently the case, the paving work has been performed under the budgeted amount. Currently, expenditures total to approximately \$957,000, leaving around \$43,000 available for additional work.

We currently recommend that the City consider an overlay/repair of Spring St., from Shore Dr. to Beatline Rd. This road was the site of a large drainage construction project circa 2013 which didn't overlay the entire road but only repaired the trench excavated for the drainage. A full-width mill and overlay of that segment of the road will be a major improvement. We request the City issue a purchase order for that work in the approximate amount of \$12,000.

Additionally, we request that the City authorize more funds for the inspection and administration of the work. We have been very careful concerning our use of these funds (our current expenditures stand at approximately 3.5% of the total cost); however, a number of delays and the need to remove and replace asphalt at the Contractor's expense has exhausted our budget for the administration of the work. We therefore request that the City authorize an additional \$5,000 for our use in administering the remainder of the project.

If approved, we will report back upon the completion of the Spring St. repairs with additional paving recommendations. As the budget is nearly exhausted, it seems to make sense to issue the purchase orders one at a time until complete.

Sincerely,

David Ball, P.E.

DB:1067  
Attachment

\*\*\*\*\*

There came on for discussion derelict property at 115 Pirate Avenue – assessed to Phyllis A. Bourn, whereupon Alderman Frazer made motion seconded by Alderman

**Minutes of October 6, 2020  
Mayor and Board of Aldermen**

McCaffrey and unanimously carried to take no action on this property because it had been cleaned sufficiently as to not warrant scheduling a public hearing at this time.

\*\*\*\*\*

The Mayor recognized the City Attorney for his report, whereupon no action was required or taken.

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to adjourn in honor of Mr. Don Huey and Mrs. Jennifer Bourland until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Ronald Robertson, Ward 1

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Angie Johnson, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mark E. Lishen, Ward 5

\_\_\_\_\_  
Alderman Patricia Bennett, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk