

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF JANUARY 2, 2024  
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. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. December 19, 2023, Regular**
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 010224**
- IX. UNFINISHED BUSINESS**
  - 1. Robert & Susie Sapp – Regarding Obtaining City ROW**
- X. NEW BUSINESS**
  - 1. Eagle Scout Project – Matthew Kruk; Picnic Table in S. Forrest Park**
- XI. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
  - 3. CITY CLERK**
    - a. Authorize Advertisement – Newspaper Publications**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
  - 6. ENGINEERING**
    - a. Contract – W.C. Fore Trucking, Inc.; LB Harbor – Eastern Bulkhead**
    - b. 2023 Paving Plan**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. MUNICIPAL COURT**
  - 11. HARBOR**
  - 12. COMMUNITY AFFAIRS**
  - 13. DERELICT PROPERTIES**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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 January, 2024, 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, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Alderman Pete L. McGoey.

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

\*\*\*\*\*

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated December 19, 2023, as submitted.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to pay invoices listed in Docket of Claims number 010224, as submitted.

\*\*\*\*\*

There came on for discussion Robert & Susie Sapp – Regarding Obtaining City ROW, whereupon Alderman Frazer apprised the Board that Public Works Director Joe Culpepper met with the Sapps and explained that the City could not vacate the right of way due to drainage, but they could maintain the property without putting any impeding structures on it. City Attorney Jim Simpson agreed with this statement. No further action was required or taken.

\*\*\*\*\*

The Mayor recognized Mr. Matthew Kruk of Boy Scout Troop 205 who requested to improve South Forrest Park by placing picnic tables and refurbishing the current trash can in the middle of the park. After thanking Mr. Kruk for his efforts to improve the City, Alderman Bennett made motion seconded by Alderman Johnson and unanimously carried to approve the foregoing request.

\*\*\*\*\*

Upon the request of Mayor Bass, Alderman Bennett made motion seconded by Alderman Parker and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney in regards to possible litigation.

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

\* \* \*

The Mayor and Board returned to Open Session, whereupon no action was taken.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to authorize advertisement for Newspaper Publication for 2024.

\*\*\*\*\*

## Minutes of January 2, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following contract inclusive of references herein (complete documents are on file in the City Clerk's Office) and contractor's bid with W.C. Fore Trucking, Inc. for the Long Beach Harbor Eastern Bulkhead and authorize the Mayor to execute same:

### AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Long Beach, MS** ("Owner") and **W.C. Fore Trucking, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

#### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of approximately 700 LF of concrete sheet pile bulkhead, concrete piles and pile cap, and site work consisting of the installation of drainage, sidewalk, curb and gutter, parking lot repair, and associated work.

#### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Long Beach Harbor – Eastern Bulkhead**

#### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

#### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **510** days after the date when the Contract Time commences to run.

---

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 1 of 6

## Minutes of January 2, 2024 Mayor and Board of Aldermen

### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid.

## Minutes of January 2, 2024 Mayor and Board of Aldermen

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.

#### 6.02 *Progress Payments; Retainage*

- A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for Installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Instructions to Bidders (not attached but incorporated by reference).
  4. General Conditions (not attached but incorporated by reference).
  5. Supplementary Conditions (not attached but incorporated by reference).
  6. General & Technical Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
  7. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: **Long Beach Harbor – Eastern Bulkhead**.
  8. Addenda (numbers 1 to 3, inclusive) (not attached but incorporated by reference).

---

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 3 of 6

## Minutes of January 2, 2024 Mayor and Board of Aldermen

9. Contractor's Bid (pages 1 to 15, Inclusive) (not attached but Incorporated by reference).
10. The following which may be delivered or Issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

---

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 4 of 6

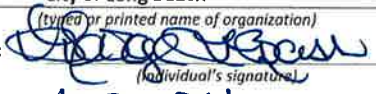
## Minutes of January 2, 2024 Mayor and Board of Aldermen


7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- 8.02 *Contractor's Certifications*
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
    1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
    2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
    4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# Minutes of January 2, 2024 Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 1/2/24 (which is the Effective Date of the Contract).

Owner:  
**City of Long Beach**  
(typed or printed name of organization)  
 By:   
(individual's signature)  
 Date: 1-2-24  
(date signed)  
 Name: George L. Bass  
(typed or printed)  
 Title: Mayor  
(typed or printed)

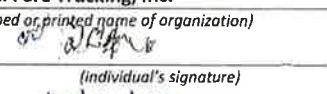
Attest:   
(individual's signature)  
 Title: City Clerk  
(typed or printed)

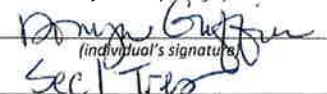
Address for giving notices:  
P.O. Box 929  
Long Beach, MS 39560

Designated Representative:  
 Name: George Bass  
(typed or printed)  
 Title: Mayor  
(typed or printed)

Address:  
Per above

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:  
**W.C. Fore Trucking, Inc.**  
(typed or printed name of organization)  
 By:   
(individual's signature)  
 Date: 12/20/23  
(date signed)  
 Name: W.C. Fore  
(typed or printed)  
 Title: President  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  
 Attest:   
(individual's signature)  
 Title: Secy Treas  
(typed or printed)

Address for giving notices:  
14270 Creosote Rd.  
Gulfport, MS 39503

Designated Representative:  
 Name: W.C. Fore  
(typed or printed)  
 Title: President  
(typed or printed)

Address:  
per above

Phone: 228 8631314  
 Email: wcforetrucking@gmail.com  
 License No.: 06042-MC  
(where applicable)  
 State: MS



## Minutes of January 2, 2024 Mayor and Board of Aldermen

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

---

EJCDC® C-615, Payment Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

## Minutes of January 2, 2024 Mayor and Board of Aldermen

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

---

EJCDC® C-615, Payment Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 3 of 4

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

# Minutes of January 2, 2024 Mayor and Board of Aldermen



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8209762-016030

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher H. Boone, David Fortenberry, Debbie Dunaway, Dewey B. Mason, James E. Brashler, Jim E. Braisher, Joseph R. Beattie, Kathleen B. Scarborough, Kimberly B. Barhuin, Leslie Anderson, Lisa R. Butler, Mary J. Norval, Patrick T. Mason, R. T. Jones, Sharon Tuten, Susan Skrmetta, Tenora Posey, Troy P. Wagener

all of the city of Gulfport state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA as  
County of MONTGOMERY  
On this 5th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 23, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE JV - OFFICERS: Section 12. Power of Attorney.**  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contract: Section 6. Surety Bonds and Undertakings.**  
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



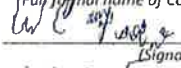
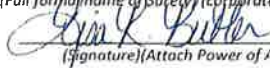


By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

LMB-12873 LMC OCO WAIC MuH Co 0221

# Minutes of January 2, 2024 Mayor and Board of Aldermen

BOND # 016238873

## PERFORMANCE BOND

<b>Contractor</b> Name: W. C. Fore Trucking, Inc. Address (principal place of business): 14270 Creosote Road Gulfport, MS 39503	<b>Surety</b> Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): 201 Jeff Davis Avenue Long Beach, MS 39560	<b>Contract</b> Description (name and location): Long Beach Harbor- Eastern Bulkhead  Contract Price: \$4,715,298.00 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$4,715,298.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> W. C. Fore Trucking, Inc. <small>(Full formal name of Contractor)</small>	<b>Surety</b> Liberty Mutual Insurance Company <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>W.C. Fore</u> <small>(Printed or typed)</small>	Name: <u>Lisa R. Butler</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact, MS Resident Agent</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Donna Griffin</u> <small>(Printed or typed)</small>	Name: <u>Debbie Dunaway</u> <small>(Printed or typed)</small>
Title: <u>Secretary</u>	Title: <u>Witness</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	

## Minutes of January 2, 2024 Mayor and Board of Aldermen

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

---

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

## Minutes of January 2, 2024 Mayor and Board of Aldermen

- 5.4.1 After investigation, determine the amount for which It may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
  7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
    - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
    - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
    - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

## Minutes of January 2, 2024 Mayor and Board of Aldermen

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the Intent is that this Bond will be construed as a statutory bond and not as a common law bond.

### 14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

---

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 4 of 4



# Minutes of January 2, 2024 Mayor and Board of Aldermen



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	<b>CONTACT NAME:</b> Liz Williams <b>PHONE (A/C, No, Ext):</b> 228-863-5362 <b>FAX (A/C, No):</b> 228-863-1957 <b>E-MAIL ADDRESS:</b> liz.williams@cadenceinsurance.com														
<b>INSURED</b> W. C. Fore Trucking, Inc. 14270 Croosote Road Gulfport MS 39503	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Firemens Insurance Company of WA, DC</td> <td>21784</td> </tr> <tr> <td>INSURER B : Bridgefield Casualty Insurance</td> <td>10335</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London</td> <td>32727</td> </tr> <tr> <td>INSURER D : AIX Specialty Insurance Company</td> <td>12833</td> </tr> <tr> <td>INSURER E : Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Firemens Insurance Company of WA, DC	21784	INSURER B : Bridgefield Casualty Insurance	10335	INSURER C : Underwriters at Lloyd's London	32727	INSURER D : AIX Specialty Insurance Company	12833	INSURER E : Endurance American Specialty Ins Co	41718	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Firemens Insurance Company of WA, DC	21784														
INSURER B : Bridgefield Casualty Insurance	10335														
INSURER C : Underwriters at Lloyd's London	32727														
INSURER D : AIX Specialty Insurance Company	12833														
INSURER E : Endurance American Specialty Ins Co	41718														
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 889166071      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		L15-J065855-01	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CNA427353549	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		ELD30000716605	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	196-53220	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Umbrella		SCT1115023	7/1/2023	7/1/2024	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The General Liability and Auto Liability provide Additional Insured And Waiver of Subrogation to the Certificate Holder when required by written contract or agreement. The Umbrella Policy follows Form.  
 Project: Long Beach Harbor - Eastern Bulkhead

The City of Long Beach and Overstreet & Associates are granted additional insured status as required by written contract or agreement.

<b>CERTIFICATE HOLDER</b>  City of Long Beach P O Box 929 Long Beach MS 39560	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

## Minutes of January 2, 2024 Mayor and Board of Aldermen

### BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 1-OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Long Beach, MS  
201 Jeff Davis Avenue  
Long Beach, MS 39560

RE: Long Beach Harbor - Eastern Bulkhead

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2-ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project;
- C. Contractor's license number as evidence of Bidder's State Contractor's License;
- D. Required Bidder Qualification Statement with supporting data; and
- E. Certification Regarding Debarment, Suspension, Non-Collusion, and Other Responsibility Matters

#### ARTICLE 3-BASIS OF BID-UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extension
1-A	MOBILIZATION	1	LS.	\$ 370,000.00	\$ 370,000.00
3-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1	LS.	\$ 215,000.00	\$ 215,000.00
3-B	REMOVE AND REPLACE EXISTING RIP-RAP	1	LS	\$ 337,500.00	\$ 337,500.00
4-A	10' PRECAST CONCRETE SHEET PILES	23,500	S.F.	\$ 87.50	\$ 2,056,250.00

«Issued by Addendum 3»»

EJCDC® C-410, Bid Form for Construction Contract.  
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.  
Page 1 of 6

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

4-B	REMOVAL OF BURIED DEBRIS	1,200	C.Y.	\$ 40.00	\$ 48,000.00
4-C	14"x14" PRECAST CONCRETE BULKHEAD PILING	3,400	L.F.	\$ 102.00	\$ 234,600.00
4-D	14"x14" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	60	L.F.	\$ 175.00	\$ 10,500.00
4-E	14"x14" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	60	L.F.	\$ 100.00	\$ 6,000.00
5-A	CAST IN PLACE CONCRETE BULKHEAD PILE CAP	675	L.F.	\$ 1,610.00	\$ 1,086,750.00
5-B	CAST IN PLACE CONCRETE STEM WALL	100	L.F.	\$ 190.00	\$ 19,000.00
6-A	CLEAN SAND FILL, AH, LVM	1,000	C.Y.	\$ 27.00	\$ 27,000.00
6-B	RIP RAP, LVM	260	C.Y.	\$ 155.00	\$ 40,300.00
310-A	15" RCP	128	LF	\$ 151.00	\$ 19,328.00
310-B	4" HDPE PERFORATED SOCK PIPE	650	LF	\$ 38.00	\$ 24,700.00
320-A	CATCH BASIN (55-2 OR 55-3)	3	EA.	\$ 8,500.00	\$ 25,500.00
500-A	BORROW EXCAVATION, AH, LVM (CLASS B3)	1,200	C.Y.	27.00	32,400.00
500-B	GEOTEXTILE FABRIC, T/PE V	400	S.Y.	\$ 9.65	\$ 3,860.00
500-C	SELECT SANDY BACKFILL	400	C.Y.	\$ 27.00	\$ 10,800.00
500-D	GEOTEXTILE FABRIC	400	S.Y.	\$ 8.65	\$ 3,460.00
510-A	SIZE 57 STONE	250	C.Y.	\$ 135.00	\$ 33,750.00
510-B	REINFORCED CONCRETE PAVEMENT	700	S.Y.	\$ 132.00	\$ 92,400.00
510-C	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	120	L.F.	\$ 55.00	\$ 6,600.00
510-D	ASPHALT REPAIR	200	S.Y.	\$ 58.00	\$ 11,600.00
Total of All Unit Price Bid Items \$ 4,715,298.00					

B. Bidder acknowledges that:

«Issued by Addendum 3»

EJCDC® C 410, Bid Form for Construction Contract.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.  
Page 2 of 6

## Minutes of January 2, 2024 Mayor and Board of Aldermen

1. each Bid Unit Price Includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4-TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	10-11-2023
2	10-26-2023
3	11-09-2023

**ARTICLE 6-BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder's Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

«Issued by Addendum 3»

## Minutes of January 2, 2024 Mayor and Board of Aldermen

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 Bidder's Certifications

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

<<Issued by Addendum 3>>

EJCDC® C-410, Bid Form for Construction Contract,  
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.  
Page 4 of 6

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

---

«Issued by Addendum 3»

EJCDC® C 410, Bid Form for Construction Contract.  
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.  
Page 5 of 6

# Minutes of January 2, 2024 Mayor and Board of Aldermen

BIDDER hereby submits this Bid as set forth above:

Bidder:

W.C. Fore Trucking, Inc

*(typed or printed name of organization)*

By:

*W.C. Fore*

*(individual's signature)*

Name:

Wallace C Fore

*(typed or printed)*

Title:

President

*(typed or printed)*

Date:

November 14, 2023

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

*Donya Griffin*

*(individual's signature)*

Name:

Donya Griffin

*(typed or printed)*

Title:

Sec/ Tres

*(typed or printed)*

Date:

Novemeber 14, 2023

*(typed or printed)*

Address for giving notices:

*14270 Creosote Rd.  
Gulfport MS 39503*

Bidder's Contact:

Name:

Jerry Harris

*(typed or printed)*

Title:

Project Manager

*(typed or printed)*

Phone:

228-233-9918

Email:

estimator.wcft@gmail.com

Address:

14270 Creosote Road, Gulfport, MS 39503

Bidder's Contractor License No.: (if applicable)

06042-MC

« Issued by Addendum 3 »

Minutes of January 2, 2024  
 Mayor and Board of Aldermen



**Michael Watson**  
 SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
W. C. FORE TRUCKING, INC.	Legal

Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	108348
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	06/27/1979
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	14270 CREOSOTE RD GULFPORT, MS 39503

Registered Agent

Name
WALLACE C FORE 14270 Creosote Rd Gulfport, MS 39503

Officers & Directors

Name	Title
Wallace C Fore 14270 Creosote Road Gulfport, MS 39503	Director, President
Donya Griffin 14270 Creosote Road Gulfport, MS 39503	Secretary



## Minutes of January 2, 2024 Mayor and Board of Aldermen

### BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: W. C. Fore Trucking, Inc. Address (principal place of business): 14270 Creosote Road Gulfport, MS 39503	<b>Surety</b> Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
<b>Owner</b> Name: City of Long Beach, Mississippi Address (principal place of business): 201 Jeff Davis Avenue Long Beach, MS 39560	<b>Bid</b> Project (name and location): Long Beach Harbor - Eastern Bulkhead  Bid Due Date: 10/17/2023
<b>Bond</b> Penal Sum: Five Percent (5%) of the Amount Bid ---- Date of Bond: 10/17/2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder W. C. Fore Trucking, Inc. <small>(Full formal name of Bidder)</small>	Surety Liberty Mutual Insurance Company <small>(Full formal name of Surety) (Corporate seal)</small>
By: <u>W.C. Fore</u> <small>(Signature)</small>	By: <u>Lisa R. Butler</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>W.C. Fore</u> <small>(Printed or typed)</small>	Name: <u>Lisa R. Butler</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact, MS Resident Agent</u>
Attest: <u>Danya Griffin</u> <small>(Signature)</small>	Attest: <u>Ryan Anderson</u> <small>(Signature)</small>
Name: <u>Danya Griffin</u> <small>(Printed or typed)</small>	Name: <u>Ryan Anderson</u> <small>(Printed or typed)</small>
Title: <u>Sec. Treas.</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

## Minutes of January 2, 2024 Mayor and Board of Aldermen

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Minutes of January 2, 2024 Mayor and Board of Aldermen



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8209762-016030

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher H. Boone, David Fortenberry, Debbie Dunaway, Dewey B. Mason, James E. Brashier, Jim E. Brashier, Joseph R. Beattie, Kathleen B. Scarborough, Kimberly B. Barham, Lessie Anderson, Lisa R. Butler, Mary J. Norval, Patrick T. Mason, R. T. Jones, Sharon Tuten, Susan Skrmietta, Tenora Poscy, Troy P. Wagener

all of the city of Gulfport state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 5th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## Minutes of January 2, 2024 Mayor and Board of Aldermen

### W. C. FORE TRUCKING, INC.

P. O. Box 3058 • Gulfport, MS 39505 • office 228.863.1314 • fax 228.864.0013

#### Past Performance on Similar Large Jobs

W.C. Fore Trucking, Inc. (WCF) is a widely diverse company with an extensive range of experience. Incorporated in 1973, WCF along with its sister and affiliated companies has compiled years of unmatched experience. Our management team has developed the expertise to provide integrated services for all our client's needs. The following integrated services are provided by WCF: including but not limited to: contract hauling (oversized/overweight loads), importing and exporting fill material, dirt mining, levee constructing, site development, construction, concrete batch plants and emergency management of relief efforts.

Over the last years, we have managed and executed hundreds of projects for government entities, private organizations and individuals. A majority of WCF's focus has been to complete Federal, State, and Local governments; including but not limited to: NASA, FEMA, MS State Port Authority, Harrison County, Cities of Biloxi and Gulfport. Working on these projects helped create a wealth of experience for our principles, project managers, supervisors, skilled operators, and our associated network of joint-venture contractors.

W.C. Fore Trucking's employees and network of partner companies result in an unmatched combination of personnel experience, resources, equipment and technologies. WCF is highly committed to quality assurance. WCF will include multiple layers of supervision to ensure that all activities will exceed the client's expectations and are performed in compliance with strict Federal, State, and Local government regulations.

#### 1) NASA-Stennis Space Center

##### B-1 Test Stand Diffuser Removal

WCF performed engineering design and lift services for the removal of the B-1 diffuser and all supporting structural steel. Heaviest lift was approximately 360,000 lbs.

##### A Test Stand Bottle Farm

WCF provided crane services and transportation for the removal of a high pressure gas bottle from the A Complex tank farm to the E-Stand Complex. Approximately 330,000 lbs.

##### E-Complex High Pressure: Gas Bottles

WCF provided crane services for the setting of several high pressure gas vessels at E1 Test Stand. Each bottle weighed approximately 300,000 lbs.

W. C. Fore Trucking, Incorporated

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

**W. C. FORE TRUCKING, INC.**

P. O. Box 3058 • Gulfport, MS 39505 • office 228.863.1314 • fax 228.864.0013

**DBE/Section 3/ Subcontractors used on this project**

Landshapers, Inc. (Certified DBE)

President/Owner: Robert Parker

228-863-8996

Scope of work done:

- a) Environmental modifications on B-Stand diffuser removal
- b) Civil/sight earthwork on E-Complex
- c) Civil/sight earthwork on E-2 cooling water pump station

Project Cost: \$684,070.00

Project duration:

**2) Ports America**

**Contact info – Tim - (228)669-1177**

**Hauling of oversized and overweight loads via barge**

WCF has transported oversized overweight material via Tug Boat, Barge, and 999 Manitowoc Crane. WCF offloaded the material off of a ship, at the Port of Pascagoula and transported and off loaded the material at the Port of Gulfport, MS.

**3) Port of Gulfport (MSPA)**

**Contact info – Teresa Elrich - (228)216-6007**

**A) West Pier Berths 1& 2 Rehabilitation**

WCF demolished, drove approximately 1200 (concrete, steel pipe and sheet) piles and set concrete panels to reconstruct new concrete Berths after being destroyed by Hurricane Katrina.

Project cost: 29,532,000.00

Project duration: 890 days

**B) West Pier Berth 3 Rehabilitation**

WCF demolished, drove approximately 800 (concrete, steel pipe, and sheet) piles, and set concrete panels to reconstruct a new concrete Berth.

Project cost: \$18,636,671.70

Project duration: 540 days

**C) GC Constructors in Kansas City, MO**

**Contact info – Steve Underwood – (816)-835-0876**

W. C. Fore Trucking, Incorporated

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

**W. C. FORE TRUCKING, INC.**

P. O. Box 3058 • Gulfport, MS 39505 • office 228.863.1314 • fax 228.864.0013

**Demolition of Biloxi to Ocean Springs Bridge**

W.C. Fore Trucking, Inc. was contracted by GC Constructors to complete the demolition of 9,200 ft. bridge from Biloxi to Ocean Springs, MS. WCF demolished the bridge using numerous tug boats and barges equipped with Manitowoc cranes and excavators.

Project cost: \$23,567,532.00

**D) MSPA Completion of 60 Acre Fill  
Contact – John Webb – (228)-865-4300**

**West Pier Expansion – Completion of 60 Acre Fill**

W.C. Fore Trucking furnished all materials, equipment, labor, and supervision and performed all operations necessary to raise fill to proposed elevation. The 60 Acre Fill project was broken down into 3 separate jobs as follows:

1) *North 35 Acres*

North 35 Acres was raised to an elevation of 9.5' with 2,860,000 tons of sand.

Price \$13,000,000.00

Duration: November of 2003-2005

2) *North 35 Acre addition*

73,000 tons of limestone was added to the North 35 acres of the 60 acre Fill.

Price \$2,257,695.00

Duration: 60 days in 2008

3) *South 25 Acres*

2,611,853 tons of fill material was raised to the elevation of 9'.

Price \$27,438,187.51

Duration: May 2009-March 27, 2011

**DBE/Section 3/ Subcontractors used on this project**

This was a HUD funded project that required Section 3 Business participation.

Total 60 Acre Project Cost

(All three phases of project) - \$ 42,695,882.00

W. C. Fore Trucking, Incorporated

Minutes of January 2, 2024  
Mayor and Board of Aldermen

**W. C. FORE TRUCKING, INC.**

P. O. Box 3058 • Gulfport, MS 39505 • office 228.863.1314 • fax 228.864.0013

**E) FEMA Project**

**Contact – MS State Port Authority – (228)-865-4300**

**Old U.S. 90 Back Bay Fishing Piers**

W.C. Fore Trucking, Inc. has demolished old U.S. 90 Back Bay fishing piers and is currently reconstructing them.

**DBE/Section 3/ Subcontractors used on this project**

**1) Hanmore Brothers Construction (Subcontractor)**

Vice President: Javid Hanmore (228)-868-2111

Project Manager: David Palmer (228)-868-2255

Scope of work performed:

- a) Hanmore Brothers Construction Co. provided all labor, and form materials to form, pour, strip, finish, and cure concrete at pile caps, walls, beams, bents, and slabs.
- b) Hanmore Brothers are currently leasing equipment (999 Manitowoc and barge) from W.C. Fore Trucking to pour concrete for piers.

**2) Gulf Coast Prestress (Subcontractor)**

Project Manager: Mike Spruell (228)-452-9486

Scope of work performed:

- a) Gulf Coast Prestress (GCP) fabricated all piles, bents, and girders for the U.S. 90 Fishing Pier projects.

Project Cost: \$9,410,493.50

Project duration- 550 days

W. C. Fore Trucking, Incorporated

\*\*\*\*\*

## Minutes of January 2, 2024 Mayor and Board of Aldermen

There came on for discussion 2023 Paving Plan, whereupon City Engineer David Ball provided the following:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

December 28, 2023

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

**RE: 2023 Paving Plan**

Ladies and Gentlemen:

After quite some time taken to coordinate with the City's asphalt term bid Contractor and to re-bid the asphalt term bid, it is appropriate to provide an update to the paving recommendations offered earlier in the year, especially in light of the significant increase in unit prices in the asphalt term bid. At that time, the City authorized a budget utilizing approx. \$1.2 million for actual "phase 1" paving efforts, with the remainder of the overall \$1.493 million budget being retained for a 10% contingency, design/administration, testing, and inspection costs. Below is a table indicating the earlier recommendations along with our current recommendations for a "phase 1" paving effort based on the new unit price cost estimates:

	ROAD	TREATMENT TYPE(S)	2022-2023 TERM BID EST. COST	2022-2023 TERM BID EST. COST	
1	Railroad St.	Edge Mill, Overlay, Striping	\$613,739	\$862,412	1
2	Pineville Rd. (Espy - Beatline)	Overlay, Striping	\$128,424	\$207,692	2
3	Pineville Rd. (Royal - Beatline)	Microsurface, Striping	\$79,235	\$106,145	2,3
4	Pineville Rd. (Froogel's to RR)	Edge Mill, Overlay, Striping	\$106,441	\$185,303	2
5	Regal Dr.	Edge Mill, Overlay	\$10,147	\$13,590	
6	Congress Pl.	Edge Mill, Overlay	\$1,953	\$2,940	
7	Edwards Dr.	Edge Mill, Overlay	\$4,812	\$7,272	
8	Gates Ave.	Overlay	\$38,510	\$58,704	4
9	Magnolia St.	Microsurface	\$48,588	\$48,588	
10	S. Lang Ave.	Microsurface	\$19,435	\$19,435	
11	White Harbor Rd.	Microsurface	\$25,602	\$25,602	
12	Cleveland Ave.	Microsurface	\$21,864	\$21,864	
13	4th St.	Microsurface	\$13,829	\$13,829	
14	Old Pass Rd	Microsurface	\$25,864	\$25,864	
15	Cypress Dr.	Edge Mill, Overlay	\$11,676	\$15,696	
16	North Forest Ave.	Edge Mill, Overlay	\$42,186	\$56,269	
17	Evergreen Dr.	Edge Mill, Overlay	\$41,712	\$55,923	

Biloxi | Long Beach | Pascagoula | Daphne



# Minutes of January 2, 2024 Mayor and Board of Aldermen

18	Hickory Dr.	Edge Mill, Overlay	\$39,209	\$52,859
<b>Total "Phase 1" Paving Cost Estimate</b>			<b>\$1,273,225</b>	<b>\$1,759,992</b>

- 1 Highest cost-benefit ratio; estimated cost is predicated on delaying the performance of this work until after the CSX Crossing Improvements Project by Neel-Schaffer is completed
- 2 2<sup>nd</sup> highest cost-benefit ratio
- 3 This work will require coordination with Harr. County Board of Supervisors for use of their pavement rehab/preservation term bid
- 4 3<sup>rd</sup> highest cost-benefit ratio

Obviously, the modified unit pricing requires significant adjustment to the earlier plan in order to remain within the budgeted funds. The roads highlighted in orange represent those roads that we currently recommend for pavement work (either asphalt overlay or asphalt rehab/preservation). If selected, the highlighted roads are estimated to cost \$1,192,569, which is just slightly below the approved budget. Performance of these "phase 1" paving efforts could be completed and the budget re-evaluated in order to establish targets for a future "phase 2" paving effort.

We are of course ready and willing to provide answers justifying these recommendations, but can summarize our thoughts below:

- 1. Roads #1-4 provide the highest cost-benefit ratio according to the SMPDD Road Planning tool.
- 2. Road #2 would provide a high cost-benefit ratio, but should perhaps be delayed until it can be widened to a safer width; currently, the road is less than 20' in width and could be considered dangerous considering the traffic type & amount.

If performance of the recommended work on the highlighted roads is acceptable to the City, we will begin preparing to perform the work, either by use of the City's current conventional asphalt term bid or by partnering with the County on their pavement preservation term bid.

Sincerely,



David Ball, P.E.

DB:539

After continued discussion, Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to table this item until the next meeting on January 16, 2024 to allow City Engineer David Ball to gather information for questions that were raised during discussion.

\*\*\*\*\*

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

\*\*\*\*\*

**Minutes of January 2, 2024  
Mayor and Board of Aldermen**

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to adjourn until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

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

\_\_\_\_\_  
Alderman Patrick Bennett, Ward 1

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

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

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

\_\_\_\_\_  
Alderman Mike Brown, Ward 5

\_\_\_\_\_  
Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

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