

**Minutes of May 19, 2020  
Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
REGULAR MEETING OF MAY 19, 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.  
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- 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. May 5, 2020 – Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 051920
- IX. UNFINISHED BUSINESS
  - 1. Discussion – Traffic Study; Intersection of Klondyke Rd & Commission Rd
  - 2. Discussion – Beatline Pkwy Environmental Study; MOU, Contract, Scope of Work
  - 3. Resolution – Internet Sales Tax Revenues
  - 4. MOU, Addendum & Invoice – Cruisin The Coast
- X. NEW BUSINESS
  - 1. Civil Service Appointment
  - 2. Re-Subdivision Request – Melita Ladner; 108 5<sup>th</sup> Street
  - 3. Resolution – Ratifying Fourth Supplement to Emergency Order
  - 4. Authorized Representative – MDEQ; Trautman Wastewater System Upgrades
  - 5. Authorization to Advertise RFQ – Engineering Services; Trautman Wastewater System Upgrades
- XI. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Recreation – Step Increase (1)
    - b. Senior Citizens – Step Increase (2)
  - 3. CITY CLERK
    - a. Revenue/Expense Report April 2020
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
  - 6. ENGINEERING
    - a. Contract – Pineville Rd. Sidewalks Phase II; Overstreet & Assoc.
    - b. Bid Award – Harbormaster Building Repairs; Twin L Construction
    - c. Change Order – Pump Station “A” Diversion; Jay Bearden Construction
    - d. Change Order – Clower Ave Water Main Imp; Lagniappe Construction
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. 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 third Tuesday in May, 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, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Alderman Kelly Griffin.

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It was noted that Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett and City Attorney James C. Simpson Jr. were present via telephone due to Proclamation of Emergency regarding Covid-19 virus.

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

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the regular minutes of the Mayor and Board of Aldermen dated May 5, 2020, as submitted.

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices listed in Docket of Claims number 051920.

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After extensive discussion, Alderman Lishen made motion to proceed with a roundabout at the intersection of Klondyke Road and Commission Road contingent upon the location of any underground fuel storage tanks and the cost to mitigate same. Alderman Parker seconded the motion, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Absent, Not Voting
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Patricia Bennett	voted	Nay
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried.

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There came on for discussion Beatline Parkway Environmental Study, MOU, Contract, and Scope of Work. The Mayor recognized Cindy Lamb, Manager of Client Relations, Pickering Firm, Inc., to give an update regarding same. No action was taken.

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Resolution - Internet Sales Tax was tabled until the June 2, 2020 meeting.

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MOU, Addendum & Invoice – Cruisin The Coast was tabled until the June 2, 2020 meeting.

\*\*\*\*\*

Civil Service Appointment was tabled until the June 2, 2020 meeting.

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There came on for discussion the following Re-Subdivision Request submitted by Melita Ladner of 108 5<sup>th</sup> Street:



PLANNING DEPARTMENT  
201 JEFF DAVIS AVENUE  
PO BOX 929  
LONG BEACH, MS 39560  
(228) 863-1554  
(228) 863-1558 FAX

Office use only  
Date Received 3-27-20  
Zoning C-1  
Agenda Date  
Check Number 03030/342/51

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

AD VALOREM TAX PARCEL NUMBER(S): 0612B-03-050.000 / 0612B-03-051.000

I. GENERAL LOCATION OF PROPERTY INVOLVED: ~~0612B-0~~  
108 5<sup>th</sup> St.

✓. ADDRESS OF PROPERTY INVOLVED: 113 E. 4<sup>th</sup> St.

GENERAL DESCRIPTION OF REQUEST: Resubdivision of COMBINING two lots  
Into ONE PARCEL BEING 0612B-03-050.000

I. REQUIRED ATTACHMENTS:

- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
- B. Cash or Check payable to the City of Long Beach in the amount of \$250.00
- C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

**\*\*\*NOTE\*\*\* APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

VII. OWNERSHIP AND CERTIFICATION:

**READ BEFORE EXECUTING.** the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application. the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

**Ownership:** I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Melita Ladner  
Name of Rightful Owner (PRINT)

\_\_\_\_\_  
Name of Agent (PRINT)

113 E. 4<sup>th</sup> St.  
Owner's Mailing Address

\_\_\_\_\_  
Agent's Mailing Address

Long Beach, Ms. 39560  
City State Zip

\_\_\_\_\_  
City State Zip

228-525-5193  
Phone

\_\_\_\_\_  
Phone

Melita Ladner 3-26-2020  
Signature of Rightful Owner Date

\_\_\_\_\_  
Signature of Applicant Date

## Minutes of May 19, 2020 Mayor and Board of Aldermen

**Tina Dahl**

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**From:** Joe Culpepper <joe@culpepper@cableone.net>  
**Sent:** Tuesday, March 31, 2020 8:52 AM  
**To:** 'Tina Dahl'; 'David Ball'  
**Subject:** RE: 113 East 4th Street, Certificate of Resubdivision

Because they are combining two lots into one, I see no need for additional water or sewer services for this resubdivision.

Joe Culpepper P.E.



404 Kohler Street Long Beach, MS 39560  
 P.O. Box 591 Long Beach, MS 39560  
 228-863-0440 · Fax 228-865-7844

**From:** Tina Dahl <tina@cityoflongbeachms.com>  
**Sent:** Friday, March 27, 2020 8:59 AM  
**To:** 'David Ball' <david@overstreeteng.com>; 'Joe Culpepper' <joe@culpepper@cableone.net>  
**Cc:** jan@cityoflongbeachms.com  
**Subject:** 113 East 4th Street, Certificate of Resubdivision

I have attached a Certificate of Resubdivision for the property located at 113 East 4<sup>th</sup> Street. We are not scheduling Planning and Development Commission meetings at this time. Thanks, Tina

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

May 12, 2020

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

**RE: Certificate of Subdivision - Tax Parcel Nos. 00612B-03-050.000 & 0612B-03-051.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced parcels which have existing frontage on E. 4<sup>th</sup> St. and E. 5<sup>th</sup> St., respectively and which share a common rear property line. The proposed subdivision simply combines them into a single parcel. The Certificate itself appears to contain all appropriate certifications.

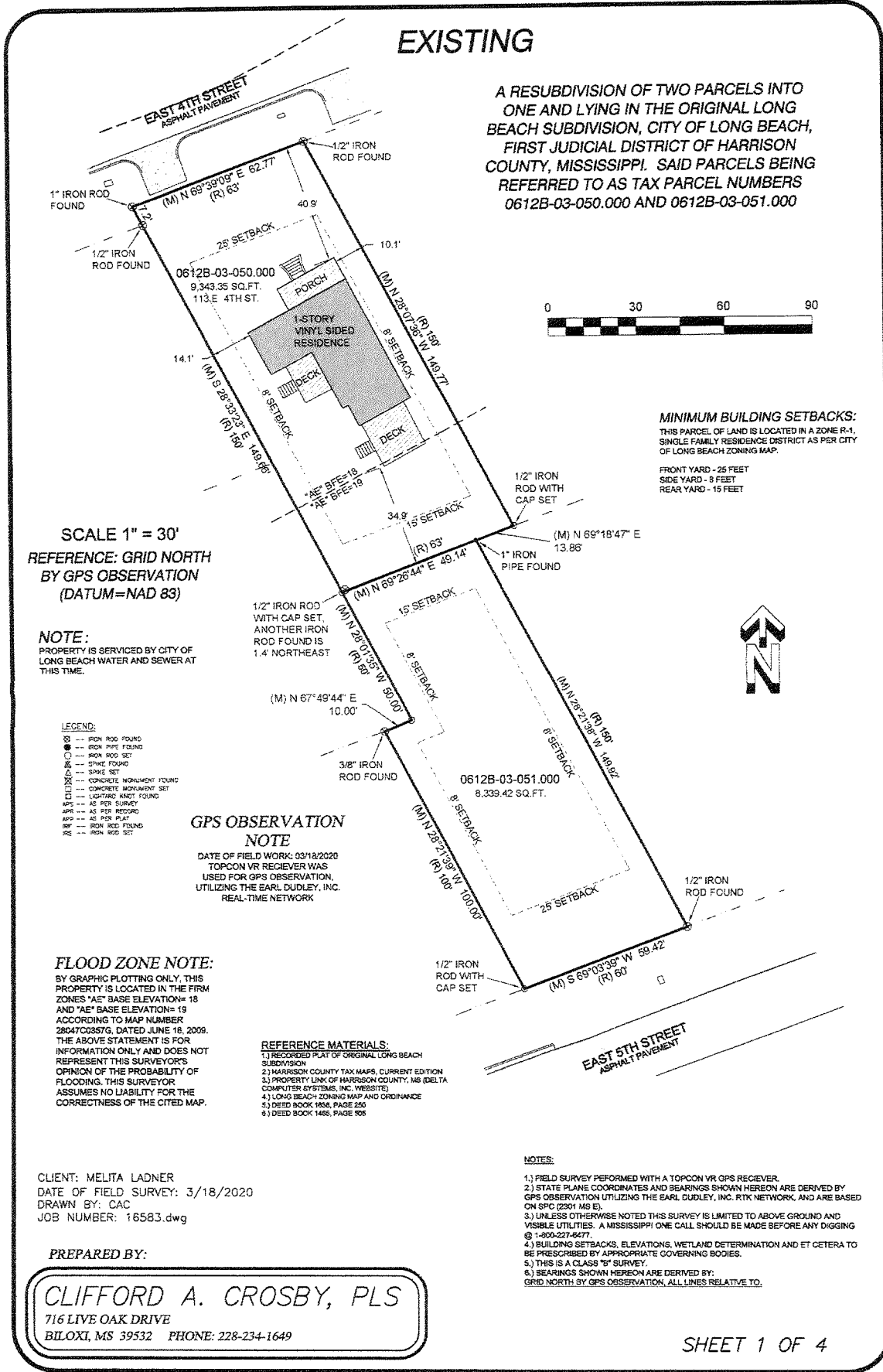
Although no additional water or sewer services are anticipated at this lot, approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

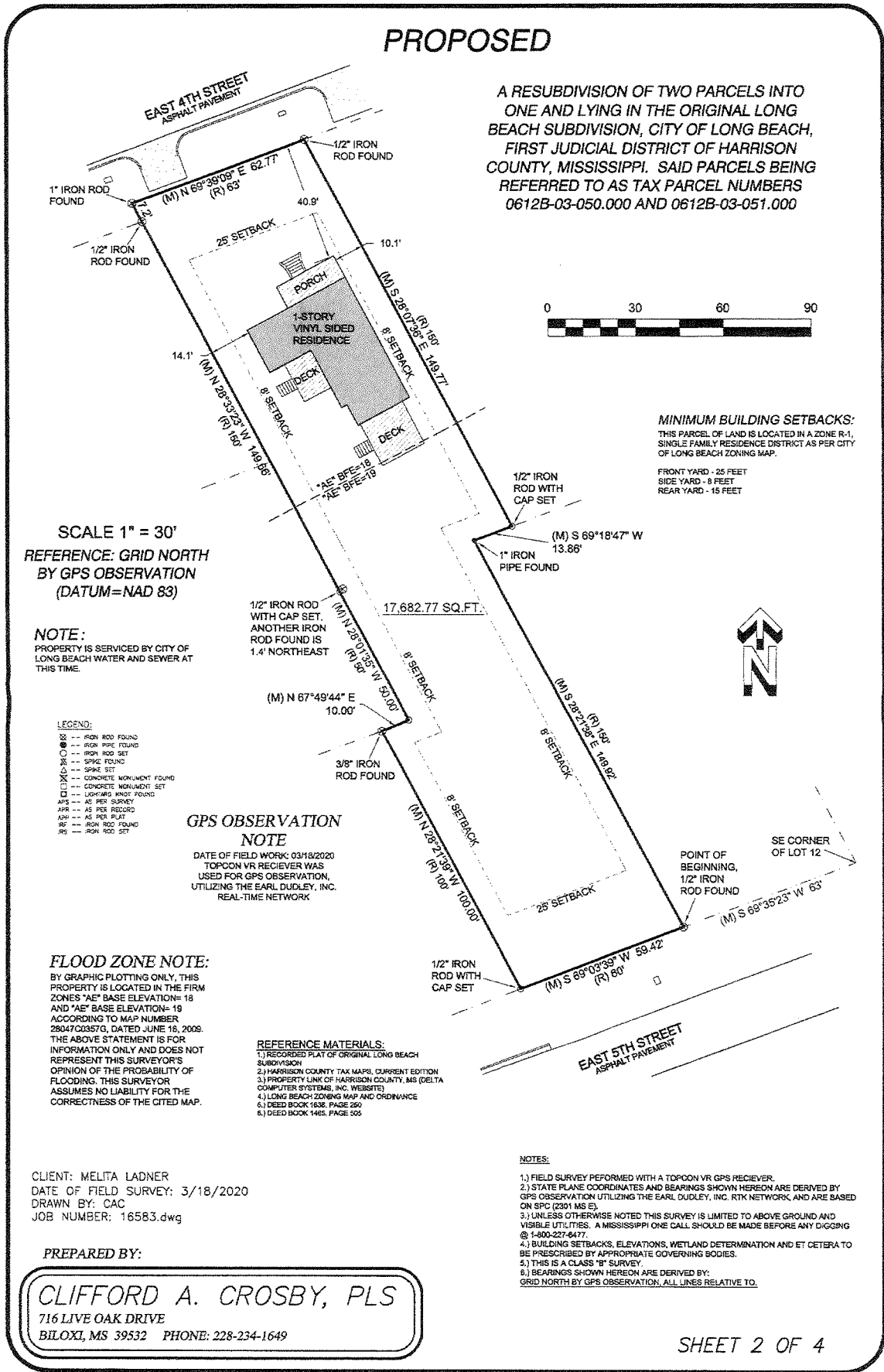
David Ball, P.E.

DB:539

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## Minutes of May 19, 2020 Mayor and Board of Aldermen

*A RESUBDIVISION OF TWO PARCELS INTO  
ONE AND LYING IN THE ORIGINAL LONG  
BEACH SUBDIVISION, CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF HARRISON  
COUNTY, MISSISSIPPI. SAID PARCELS BEING  
REFERRED TO AS TAX PARCEL NUMBERS  
0612B-03-050.000 AND 0612B-03-051.000*

### LONG BEACH PLANNING COMMISSION

#### CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcels (0612B-03-050.000 and 0612B-03-051.000) into (one) lot. The subject property is generally described as being located (on south side of East 4th Street and the north side of East 5th Street, Long Beach, MS).

The Case File Number is:

#### LEGAL DESCRIPTIONS

##### LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):

0612B-03-050.000, DEED BOOK 1638, PAGE 250

A parcel of land being bound on the South by Schmidt and on the East by Richards, and being the West 63 feet of the East 113 feet of Lot 1, and the West 63 feet of the East 113 feet of the North 1/2 of lot 11, Block 16, Original Long Beach, City of Long Beach, Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

0612B-03-051.000, DEED BOOK 1465, PAGE 505

A Lot or parcel of land described as beginning at the South west corner of property of Ervin, which point of beginning is on the North side of Fifth Street and 63 feet West from the southeast corner of Lot 12 in Block 16 of Original Long Beach, and from said point of beginning, run in a westerly direction along the North margin of Fifth Street a distance of Sixty (60) feet; running thence North and parallel with the East line of said lot 12 Block 16, Original Long Beach, a distance of 100 feet; run thence East 10 feet; thence North 50 feet, more or less, to the South margin line of Dubuisson property; thence Easterly along the South line of the Dubuisson property a distance of 50 feet, to the property of Ervin; thence South a distance of 150 feet, more or less, along the West line of the Ervin property, to the place of beginning. Being part of lots 11 and 12 in Block 16 of Original Long Beach, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

##### LEGAL DESCRIPTIONS OF THE PROPOSED PARCEL:

A PORTION OF LOTS 1, 11 AND 12, BLOCK 16, ORIGINAL LONG BEACH SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH MARGIN OF EAST 5TH STREET WHICH IS S69°35'23"W 63' FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG SAID NORTH MARGIN OF EAST 5TH STREET, S69°03'39"W 59.42' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°21'39"W 100.00' TO A 3/8" IRON ROD FOUND; THENCE N67°49'44"E 10.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°01'35"W 50.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N28°33'23"W 149.66' TO A 1" IRON ROD FOUND ON THE SOUTH MARGIN OF EAST 4TH STREET; THENCE ALONG SAID SOUTH MARGIN, N69°39'09"E 62.77' TO A 1/2" IRON ROD FOUND; THENCE S28°07'38"E 149.77' TO A 1/2" IRON ROD WITH CAP SET; THENCE S69°18'47"W 13.86' TO A 1" IRON PIPE FOUND; THENCE S28°21'38"E 149.92' TO THE POINT OF BEGINNING, CONTAINING 17,682.77 SQUARE FEET.

CLIENT: MELITA LADNER  
DATE OF FIELD SURVEY: 3/18/2020  
DRAWN BY: CAC  
JOB NUMBER: 16583.dwg

PREPARED BY:

*CLIFFORD A. CROSBY, PLS*  
716 LIVE OAK DRIVE  
BILOXI, MS 39532 PHONE: 228-234-1649

SHEET 3 OF 4

# Minutes of May 19, 2020 Mayor and Board of Aldermen

### CERTIFICATE OF OWNERSHIP

I hereby certify that I am the owner of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Melita Ladner  
SIGNED BY: MELITA LADNER      DATE: 3-25-2020

Subscribed and sworn to before me, in my presence this 25 day of March 2020, a Notary Public in and for the County of Harrison, State of Mississippi.

Tammy McGill  
NOTARY PUBLIC

My Commission Expires: 8/30/20



### CERTIFICATE OF APPROVAL

I hereby certify that the minor subdivision shown on this plat does not involve the creation of new public streets, or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to serve one or more lots. That the subdivision shown is in all respects in compliance with the City ordinances of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within (60) days of the date below.

\_\_\_\_\_  
ADMINISTRATOR      DATE

### CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and deed descriptionS recorded in Deed Book 1638 on page 250 and in Deed Book 1465 on page 505 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 25<sup>th</sup> day of MARCH, 2020.

Clifford A. Crosby, PLS  
2539  
MS P.L.S. NO.



### PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the 1<sup>st</sup> day of May 2020.

[Signature]  
Planning Commission Chairman      Date

### ACCEPTANCE

Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the 19<sup>th</sup> day of May 2020.

ADOPT: [Signature]      ATTEST: [Signature]  
MAYOR      CITY CLERK

PREPARED BY:

**CLIFFORD A. CROSBY, PLS**  
716 LIVE OAK DRIVE  
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: MELITA LADNER  
DATE OF FIELD SURVEY: 3/18/2020  
DRAWN BY: CAC  
JOB NUMBER: 16583.dwg

SHEET 4 OF 4

After discussion, Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the preceding request.

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**Minutes of May 19, 2020**  
**Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to ratify the following *Fourth Supplement to Emergency Mayoral Proclamation*:

**FOURTH SUPPLEMENT TO EMERGENCY MAYORAL PROCLAMATION  
OF EXECUTIVE ORDER EXTENDING EFFORTS TO FURTHER COMBAT THE  
SPREAD OF COVID-19 IN THE CITY OF LONG BEACH, MISSISSIPPI**

**WHEREAS**, in accordance with authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Long Beach, and to safeguard and protect the health, safety, and welfare of the public and for the protection of life and property, on March 16, 2020, as Mayor of the City of Long Beach, Mississippi I issued a “Proclamation by the Mayor of the City of Long Beach Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (COVID-19)”; and

**WHEREAS**, heretofore Federal, State, and Local Authorities have continually impressed upon the public the importance of heeding the guidance of the Centers for Disease Control and Prevention (“CDC”), state departments of health, and the United States President concerning steps necessary to stop the proliferation of this outbreak, one of the most significant of which is the need to create “social distance” from others in all places, including in the public; and

**WHEREAS**, the scientific evidence shows that it is essential to slow virus transmission as much as possible to safeguard lives and to protect the ability of public and private health care providers to handle the influx of new patients and that one proven way to slow the transmission of the virus is to limit interactions among people to the greatest extent possible; and

**WHEREAS**, as a means of attempting to combat the prolific spread of this disease in the City of Long Beach, I issued an “Emergency Mayoral Proclamation of Executive Order” on March 21, 2020, which expanded on my earlier “Proclamation Declaring a Civil and/or Local Emergency” by temporarily closing entrances to the City’s buildings and facilities, as well as prohibiting gatherings of more than ten (10) people and which also temporarily closed various establishments; and

**WHEREAS**, as a means of further attempting to combat the prolific spread of this disease in the City of Long Beach, 2020 , and in response to developing and ever changing circumstances and necessary responses to the pandemic, I issued subsequent Emergency Mayoral Proclamations Of Executive Order Regarding Additional Efforts To Further Combat The Spread Of Covid-19 In The City Of Long Beach, Mississippi, on March 31, on April 15, 2020, on April 28, 2020 May 5, 2020 and again on; and

**WHEREAS**, the nationwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the country and region, including the Mississippi Gulf Coast, continue to significantly threaten the health, safety, and security of the citizens of the City of Long Beach; and

**WHEREAS**, data shows that the virus still remains in our area to affect and impact our population and that while its growth may show signs of slowing in certain reaches of our State (in terms of a possible “flattening” of the curve of reported cases), it is clear that persistent and prudent measures must continue to be pursued as part of a comprehensive and cautious approach to thwart pervasive growth and spread, with such efforts to include “safe sales” practices by retailers within the City; and

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**WHEREAS**, Mississippi's Governor has recognized such a general trend on the State-wide level when he issued his recent Executive Order No. 1477, wherein the Governor replaced his "Shelter in Place" Order restrictions (Executive Order No. 1466) and now refers to current restrictions as part of a "Safer-at-Home" approach to address the virus outbreak and where the Governor encourages all individuals in Mississippi to stay at home or in their place of residence when not engaged in "Essential Activities" or "Essential Travel" as defined in Executive Order No. 1477; and

**WHEREAS**, Mississippi's Governor has further recognized a continued measured and strategic plan to reopen the economy is essential to the health, safety and well-being of Mississippi residents, and in consultation with the State Health Officer, has determined that there are certain additional business operations and other activities that can safely resume under the certain limitations and has issued his recent Executive Order No. 1478, wherein the Governor has further amended his statewide "Safer at Home" provisions instituted in Executive Order 1477 which replaced his "Shelter in Place" Order restrictions (Executive Order No. 1466); and

**WHEREAS**, on May 8, 2020, the Governor issued Executive Order No. 1480, which extends his "Safer-at-Home" Order (Executive Order No. 1477) through 8:00 a.m. on Monday, May 25, 2020, with exceptions as to the allowance now of salons, barber shops, and other personal care and personal grooming facilities to resume operations subject to various conditions and as to the allowance of fitness and exercise gyms to similarly resume operations subject to similar type conditions; and

**WHEREAS**, as part of what I have found to be a continued need to address COVID-19 in the City of Long Beach, and in response to the Governor's Executive Order No. 1480 and in recognition of the findings set out therein as well as the rationale for ongoing efforts to combat the spread of COVID-19, which I find are still needed and required in the City of Long Beach, I find that there is need for issuance of a further Emergency Mayoral Proclamation to preserve and protect life, property, and good order as well as to safeguard and protect the health, safety, and welfare of the public.

**NOW, THEREFORE**, pursuant to the authority vested in me by Mississippi Law, including, but not limited to, Miss. Code Ann. § 45-17-1, et seq. and Miss. Code Ann. § 33-15-17, et seq., as amended, and in the public interest of the City of Long Beach, and to safeguard and protect the health, safety, and welfare of the public and for the protection and preservation of life and property and good order, I do hereby issue this Fourth Supplement to my previous Emergency Mayoral Proclamations Regarding Supplemental Efforts to Further Combat the Spread of COVID-19 in the City of Long Beach.

**IT IS HEREBY ORDERED**, that the "Safer-at-Home" Order issued by the Governor in his Executive Order No. 1480 is hereby adopted and incorporated as my "Emergency Mayoral Proclamation of Executive Order" for the City of Long Beach and to take effect at 8:00 a.m. on May 11, 2020. It is further,

**ORDERED** that this Proclamation of Executive Order shall be: (1) filed with the City Clerk; (2) distributed to the news media and other organizations reasonably calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Executive Order. It is further,

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**ORDERED** that violations of this Proclamation of Executive Order may be subject to misdemeanor prosecution in accordance with, including, but not limited to, Miss. Code Ann. § 45-17-9, as amended, the City's Code of Ordinances, and, to the extent applicable, Miss. Code Ann. § 33-15-43, as amended, as well as other state laws and provisions. It is further,

**ORDERED** that, except for what is otherwise set out herein, this Fourth Supplement to "Emergency Mayoral Proclamation Regarding Supplemental Efforts to Further Combat the Spread of COVID-19 in the City of Long Beach, Mississippi" shall be, and hereby is, effective at 8:00 a.m. on Monday, May 11, 2020, and shall remain in effect until amended, rescinded, or superseded by another applicable Mayoral Proclamation or Executive Order or the termination of the current (and ongoing) State of Emergency related to this pandemic issued by the City of Long Beach, whichever shall occur first.

THIS, the 11<sup>th</sup> day of May 2020, at 5:50 p.m.

  
MAYOR GEORGE L. BASS  
CITY OF LONG BEACH, MISSISSIPPI

ATTEST:

  
STACEY DAHL, CITY CLERK  
CITY OF LONG BEACH, MISSISSIPPI

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to designate the Mayor and Finance Officer as Authorized Representatives for the City of Long Beach for the Trautman Drainage Basin Wastewater System Upgrades Project:

**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.

May 19, 2020

Mississippi Department of Environmental Quality  
P.O. Box 2261  
Jackson, MS 39228-2261

RE: City of Long Beach – Trautman Drainage Basin Wastewater System Upgrades  
MDEQ Agreement No. 20-00071

To Whom it May Concern:

Please accept this letter as confirmation that the following positions have been designated as Authorized Representative(s) for the City of Long Beach for the project referenced above:

Mayor  
Finance Officer

As Authorized Representative(s), these positions have been delegated the authority to sign and submit documents and reports necessary for successful implementation of the City of Long Beach – Trautman Drainage Basin Wastewater System Upgrades Program, including requests for reimbursement under that program.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 19<sup>th</sup> day of May, 2020

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

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to authorize advertisement for Request for Qualifications for Engineering Services for the Trautman Basin Wastewater System Upgrades project.

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The Mayor apprised the Board that Municipal Court would resume on May 20, 2020 with an extra security guard in place.

\* \* \*

The Mayor reminded the Board that City Buildings would be available to the public on June 1, 2020 by appointment only.

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

Recreation:

- Step Increase, Laborer Robert (Ryan) Ladner, CSH-1-II, effective June 1, 2020

Senior Citizens:

- Step Increase, Sr. Citizen Coordinator Donna Hudson, CSA-4-II, effective June 1, 2020
- Step Increase, Craft Instructor Deborah Necaie, CSU-5-II, effective June 1, 2020

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to accept the Revenue/Expense Report for April 2020, as submitted.

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Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following contract with Overstreet & Associates for Engineering Services for the Pineville Road Sidewalk Phase II project, and authorize the Mayor to execute same:

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

May 15, 2020

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

**RE: Pineville Road Road Sidewalk Phase II  
STP-9083-00(002)LPA/107918-701000**

Ladies and Gentlemen:

Enclosed herein are three copies of our proposed contract for performance of the professional services for preliminary engineering & construction plans for the referenced project submitted for your review.

If you find the contract acceptable, please authorize the Mayor to submit the contracts to MDOT for their concurrence. After MDOT concurrence and in accordance with MDOT's directions, the City may then execute the contracts. We look forward to moving forward on this project.

Sincerely,

David Ball, P.E.

DB:1045  
Enclosure

## Minutes of May 19, 2020 Mayor and Board of Aldermen

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

### PRELIMINARY ENGINEERING SERVICES CONTRACT

*Pineville Road Road Sidewalk Phase II*  
*STP-9083-00(002)LPA/107918-701000*  
*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, *Overstreet and Associates PLLC* (the "CONSULTANT"), a *Mississippi* Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *161 Lamense Street, Suite 203, Biloxi, MS 39530*. 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 *the design for a sidewalk along Pineville Road from Willow Creek Drive to Scal Avenue*, as provided for in *STP-9083-00(002)LPA/107918-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

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

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

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

#### ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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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 *June 30, 2021*, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

### ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**



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#### ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

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

##### A. Cost and Fees

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

##### B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

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

The CONSULTANT further agrees that FIWA 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.

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#### E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

#### ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT'S negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

#### ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

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errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

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

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

### ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

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of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

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

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

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

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

### ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

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

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

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all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

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

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

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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 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



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eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

### ARTICLE XIX. WAIVER

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

### ARTICLE XX. SEVERABILITY

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

### ARTICLE XXI. ENTIRE AGREEMENT

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

### ARTICLE XXII. CONFLICT OF INTEREST

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

### ARTICLE XXIII. AVAILABILITY OF FUNDS

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

### ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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

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

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:  
**Mayor George L. Bass**  
P. O. Box 929  
Long Beach, MS 39560  
Telephone: 228-863-1554  
Facsimile: 228-865-0822

For Technical Matters:  
**Mayor George L. Bass**  
P. O. Box 929  
Long Beach, MS 39560  
Telephone: 228-863-1554  
Facsimile: 228-865-0822

**CONSULTANT:**

For Contractual Matters:  
**F. Jason Overstreet, P.E.**  
Overstreet and Associates PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39530  
Telephone: (228) 967-7137  
Facsimile: N/A  
Email: jason@overstreeteng.com

For Technical Matters:  
**David Ball, P.E.**  
Overstreet and Associates PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39530  
Telephone: (228) 967-7137  
Facsimile: N/A  
Email: david@overstreeteng.com

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

P.E.# 18601  
Surveyor #                     

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

P.E.# 16546  
Surveyor #

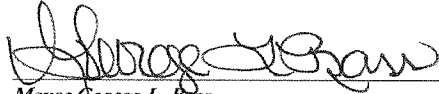
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### ARTICLE XXVI. AUTHORIZATION

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.

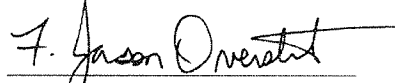
WITNESS this my signature in execution hereof, this the 19<sup>th</sup> day of May, 2020

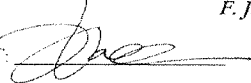
*City of Long Beach*

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

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

*Overstreet and Associates, PLLC*

  
\_\_\_\_\_  
F. Jason Overstreet, P.E.

ATTEST: 

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

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**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 JEV Certification and Agreement

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**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}}}

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### EXHIBIT 2

#### SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete environmental studies—ENV-160,—preliminary engineering, all necessary field surveying, the determination of required Right-of-Way limits, roadway hydraulic design, for the preparation of construction plans for a sidewalk. The project location for these services includes **Pineville Road** between **Willow Creek Drive** and **Seal Avenue** in **Long Beach, Harrison** County. The CONSULTANT shall prepare all plans, specifications, and provide a Engineers Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

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

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

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

Surveys shall at all times comply with the following:

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

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

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

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

### GENERAL REQUIREMENTS:

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

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

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

Hydraulic design shall conform to the MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

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

For other type contract plans sheets:

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

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



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

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

### FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

### OFFICE REVIEW PLANS

Part 1 -- Design Conference

Part 2 -- Office Review Plans

Part 3 -- Final Contract Plans

### FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

#### **A. Centerline Survey and Control:**

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;

### FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

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

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

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

### FIELD REVIEW PLANS

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Part 2 -- Conceptual Plans

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Part 1 -- Design Conference

Part 2 -- Office Review Plans

Part 3 -- Final Contract Plans

### FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

#### A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;

### FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

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

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### Part 1 - PRE-DESIGN CONFERENCE

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

### Part 2 - CONCEPTUAL PLANS

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

- A. SIDEWALK PLANS: Title Sheet(s), typical sections, plan sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation). In addition, the conceptual plans shall include preliminary right-of-way limits. The Preliminary Right-of-Way limits shall be consistent with the Conceptual Right-of-Way that was presented during the environmental process, subject to changes as needed based on preliminary design.

### Part 4 - FIELD INSPECTION PLANS

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

- A. SIDEWALK PLANS: Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, construction limits, cross-sections, preliminary earthwork quantities, preliminary permanent directional signing layout sheets, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar MDOT projects.

### **OFFICE PLANS:**

This work shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

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

### Part 1 - DESIGN CONFERENCE

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not

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be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

### Part 2 - OFFICE REVIEW PLANS

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

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

### Part 3 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. SIDEWALK PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan sheets; special design sheets; and all notes and data used to develop the plans.

### ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

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### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$54,325.45 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

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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 \$4,742.01, 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 \$54,325.45 (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
<b>Project Total</b>	\$39,516.75	\$3,435.00	\$4,742.01	\$6,631.69	\$54,325.45

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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: 3100000000  
Project No. 0

In Account With: 0  
Contract Number: CS 000000  
Est No 0

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

Mississippi Department of Transportation  
MDOT REIMBURSEMENT ESTIMATE RECAP SHEET

MDOT Project Number: 0  
Invoice Number: 0  
Sheet No: 1

Document No: January 0, 1900

Line Item	OC-A	User Code 1	Object	Project Number Distal Code	Item Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	00000	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>								
Contract 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								
Approved By _____ Consultant Services Unit Engineer - Scott Engert, P.E.								
% Matching Funds Declaration 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**





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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 May 19, 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 May 19, 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 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

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

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

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

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

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**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.

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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 15<sup>th</sup> day of May, 2020

Overstreet and Associates PLLC

*F. Jason Overstreet*  
F. Jason Overstreet, P.E.

ATTEST: *[Signature]*

My Commission Expires:

*Kini Gonsoulin*  
Notary



**Minutes of May 19, 2020**  
**Mayor and Board of Aldermen**

EXHIBIT 7

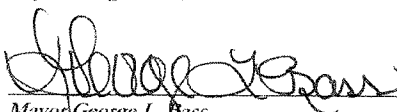
CERTIFICATION OF THE LPA

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 19<sup>th</sup> day of May, 2020.

*City of Long Beach, MS*

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

**Minutes of May 19, 2020  
Mayor and Board of Aldermen**

EXHIBIT 8

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# Minutes of May 19, 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.

1336140  
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: F. Jason Overstreet 5/15/2020  
Authorized Officer or Agent Date

F. Jason Overstreet, P.E. President  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 15<sup>th</sup> day of May, 2020

Kini Gonsoulin  
NOTARY PUBLIC  
My Commission Expires: 8/27/21

\* 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.







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Mayor and Board of Aldermen

*Corporate Resolution of Signing Authority*

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WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that Overstreet and Associates, PLLC, is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi, and

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders, and

WHEREAS, Overstreet and Associates, PLLC has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that:

F. Jason Overstreet – Senior Engineer Manager and President  
David B. Ball - Senior Engineer Manager and Vice President

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission.

IN WITNESS WHEREOF, I have affixed my name as President of said corporation this 12<sup>th</sup> day of February 2020.



F. Jason Overstreet, P.E.  
President



Witness

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Overstreet and Associates, PLLC  
Biloxi, MS

MDOT Regional Blanket Resolution 20200212

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Summary

City of Long Beach Pineville Road Sidewalk Improvements Phase II  
Harrison County  
Project Number STP-9083-00(002) LPA/107918-701000  
Overstreet & Associates, PLLC.  
2/12/2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	10		\$431.00	\$474.10	\$0.00	\$905.10	\$3,435.00	\$108.61	\$4,448.71
Meetings	69		\$2,606.00	\$2,866.60	\$0.00	\$5,472.60		\$656.71	\$6,129.31
Environmental	2		\$88.00	\$96.80	\$0.00	\$184.80		\$22.18	\$206.98
Geotechnical									
Roadway	322		\$11,870.00	\$13,057.00	\$0.00	\$24,927.00		\$2,991.24	\$27,918.24
Bridge									
Hydraulics									
Survey	58	\$6,631.69	\$1,537.00	\$1,690.70	\$0.00	\$3,227.70		\$387.32	\$10,246.71
PS&E/Advertisement	71		\$2,285.50	\$2,514.05	\$0.00	\$4,799.55		\$575.95	\$5,375.50
<b>Total</b>	<b>532</b>	<b>\$6,631.69</b>	<b>\$18,817.50</b>	<b>\$20,699.25</b>		<b>\$39,516.75</b>	<b>\$3,435.00</b>	<b>\$4,742.01</b>	<b>\$54,325.45</b>

**Grand Total    \$54,325.45**

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Activation Sheet City of Long Beach Pineville Road Sidewalk Improvements Phase II Harrison County Project Number STP-9083-00(002) LPA/107918-701000 Overstreet & Associates, PLLC. 2/12/2020

MDDOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
Project Activation										
LPA 100	1.0									1.0
LPA 700/800	1.0									1.0
Kickoff Meeting	7.0									7.0
Quality Control			1.0							1.0
<b>Total Hours</b>		9.0	1.0							10.0
Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00			
Labor Cost		396.0	\$35.00							\$431.00
Overhead								%	110.00%	\$474.10
Fixed Fee								%	12.00%	\$108.81
FCCM Overhead								%	0.00%	\$0.00
<b>Direct Costs:</b>										
Mileage					Qty 1000.0	Unit Price <sup>1</sup> \$0.56			\$575.00	
Meals						\$46.00				
Lodging						\$96.00				
Postage										
Supplies										
Reproductions					11000.0	\$0.25			\$2,850.00	
Other										
<small><sup>1</sup> See State Travel Handbook</small>										
<b>Total Direct Costs:</b>										\$3,435.00
<b>Prime Total</b>										\$4,448.71
Subconsultant A										
Subconsultant B										
Subconsultant Total										
<b>Project Total</b>										\$4,448.71

# Minutes of May 19, 2020

## Mayor and Board of Aldermen

### Meetings Sheet

City of Long Beach Pineville Road Sidewalk Improvements Phase II  
 Harrison County  
 Project Number STP-9083-00(002) LPA/107918-701000  
 Overstreet & Associates, PLLC.  
 2/12/2020

MDOT Process Item Description	No.	Estimated Hours							Total Hours	
	Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification		Labor Classification
<b>Field Review</b>										
Print and Distribute Plans		2.0		2.0			4.0			8.0
Conduct Plan in Hand review		8.0	4.0							12.0
Prepare Field Review Report		4.0	1.0							5.0
<b>Office Review</b>										
Print Plans and Specifications		2.0	1.0	4.0			4.0			11.0
Complete Design Notebook		4.0	2.0				2.0			8.0
Prepare ROW/UM Status Report		1.0								1.0
Conduct Plan Review		10.0	4.0							14.0
Prepare Office Review Report		3.0								3.0
<b>PS&amp;E Assembly</b>										
MDOT Coordination		6.0	2.0							8.0
Quality Control			1.0							1.0
<b>Total Hours</b>		<b>38.0</b>	<b>15.0</b>	<b>6.0</b>			<b>10.0</b>			<b>69.0</b>
Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$25.00	\$20.00		2,806.00
Labor Cost		1672.0	525.0	159.0			250.0			
						Overhead	%	110.00%		\$2,866.60
						Fixed Fee	%	12.00%		\$656.71
						FCCM Overhead	%	0.00%		\$0.00
						<b>Direct Costs:</b>	Qty	Unit Price <sup>1</sup>		
						Mileage		\$0.58		
						Meals		\$48.00		
						Lodging		\$96.00		
						Postage				
						Supplies				
						Reproductions		\$0.26		
						Other				
										<b>Total Direct Costs</b>
						Prime Total				\$6,129.31
						Subconsultant A				
						Subconsultant B				
						Subconsultant Total				
						<b>Project Total</b>				<b>\$6,129.31</b>

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Environmental Sheet City of Long Beach Pineville Road Sidewalk Improvements Phase II Harrison County Project Number STP-9083-00(002) LPA/107918-701000 Overstreet & Associates, PLLC. 2/12/2020

MDDT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
Environmental Documentation										
Welland Investigation										
ENV-160		2.0								2.0
Permits										
NPDES										
USACE										
Quality Control										
<b>Total Hours</b>		2.0								2.0
Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00	
Labor Cost		88.0								88.00
						Overhead	%	110.00%		\$96.80
						Fixed Fee	%	12.00%		\$22.18
						FCCM Overhead	%	0.00%		\$0.00
						<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>		
						Mileage		\$0.58		
						Meals		\$46.00		
						Lodging		\$96.00		
						Postage				
						Supplies				
						Reproductions		\$0.26		
						Other				
						<small>See State Travel Handbook</small>				
						<b>Total Direct Costs:</b>				
						Prime Total				\$206.98
						Subconsultant A				
						Subconsultant B				
						Subconsultant Total				
						<b>Project Total</b>				\$206.98

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**Geotechnical Sheet**  
 City of Long Beach Pineville Road Sidewalk Improvements Phase II  
 Harrison County  
 Project Number STP-9083-00(002) LPA/107918-701000  
 Overstreet & Associates, PLLC.  
 2/12/2020

MDOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
Geotechnical Field Investigation										
Coordinate Field Investigation										
Data Assimilation										
File Capacities										
Report Preparation										
<b>Total Hours</b>										

Raw Labor Rates		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00
Labor Cost									
						Overhead	%	110.00%	
						Fixed Fee	%	12.00%	
						FCCM Overhead	%	0.00%	
				<u>Field and Lab</u>		Qty.	Unit Price <sup>1</sup>		

	Total Direct Costs:
Prime Total	
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Roadway Sheet City of Long Beach Pineville Road Sidewalk Improvements Phase II Harrison County Project Number STP-9083-00(002) LPA/107918-701000 Overstreet & Associates, PLLC. 2/12/2020

MDOT Process Item Description	No.		Estimated Hours							
	Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	Total Hours
<b>Field Review</b>										
Horizontal Alignment Design		6.0	32.0	4.0						
Mainline										
Vertical Alignment Design										
Mainline New Alignment and/or Regrade Existing Lanes										
<b>Cross Sections</b>										
Run Pattern Lines										
Cut Existing Cross Sections			4.0	2.0						6.0
Evaluate/Run Shape Files										
Determine Proposed Template Criteria			4.0							4.0
Generate Proposed Templates										
Determine Constructability Issues		4.0	2.0							6.0
Adjust Cross Sections For Revised Bridge Recommendations										
Phase Construction Details		2.0	2.0	4.0						8.0
Preliminary Earthwork Calculations		1.0	4.0	2.0						7.0
<b>Plan Profile Sheets</b>										
Sheet Clean-Up and Organization		4.0	16.0	32.0						52.0
Add Notes, Bridges, & Pipes In Profile View		1.0	4.0							5.0
Adjust Profiles for Revised Bridge Recommendations										
Erosion Control Sheets		2.0	2.0	2.0						6.0
<b>Miscellaneous Sheets</b>										
Special Design Sheets		4.0	16.0	24.0						44.0
Conceptual Permanent Striping										
Conceptual Permanent Signing Plan		1.0	2.0	2.0						5.0
<b>Traffic Control Plan</b>										
Evaluate Construction Phasing		1.0	1.0	2.0						4.0
TCP Sheets		1.0								1.0
TCP Typical Sections		1.0	2.0	2.0						5.0
Revise Plans Per Conceptual Review			32.0	32.0						64.0
QA/QC		6.0	2.0							8.0
<b>Office Review</b>										
<b>Typical Sections</b>										
Add Paving Details & Notes		1.0	4.0	4.0						9.0
<b>Summary of Quantity Sheets</b>										
Create SQ Sheets			1.0	4.0						5.0
Select Appropriate Pay Items		1.0	4.0							5.0
Add Footnotes			1.0	1.0						2.0
<b>Estimated Quantity Sheets</b>										
Earthwork (phased if necessary)										
Drainage Structures			2.0	2.0						4.0
Permanent Erosion Control										
Traffic Control										
Pavement Marking (permanent and temporary)										
Removal Items			2.0							2.0
Side Drains										
Guardrail										
Junction Boxes										
Box Culverts										
Bridge End Pavement										
Permanent Signing										
Hydraulic Design Data										
Incidental Construction Items			2.0	2.0						4.0
Quantity Calculations		1.0	12.0	2.0						15.0
<b>Plan Profile Sheets</b>										
Sheet Clean-up and Organization		1.0	1.0	6.0						8.0





# Minutes of May 19, 2020 Mayor and Board of Aldermen

**Bridge Sheet**  
City of Long Beach Pineville Road Sidewalk Improvements Phase II  
Harrison County  
Project Number STP-9083-00(002) LPA/107918-701000  
Overstreet & Associates, PLLC.  
2/12/2020

MDOT Process Item Description	No. Sheets	Estimated Hours								Total Hours
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
<b>Field Review</b>										
Bridge Plans										
Index, Quantities, & Notes										
General Plan & Elevation										
Abutment										
Pile Layout										
Framing Plan & Girder Schedule										
Prestressed Girder Details										
Deck Slabs										
Site Visit										
QA/QC										
<b>Office Review</b>										
Bridge Plans										
Index, Quantities, & Notes										
Load Rating										
Constructability Review										
QA/QC										
<b>Submit Office Review Plans</b>										
2 Multi-Page PDF Files For Plans & Cross Sections										
Complete/Submit Phase B Checklist										
Submit Quantity Calculations (1 multi-page pdf)										
Submit CADD Files										

**Total Hours**

Raw Labor Rates	\$44.00	\$35.00	\$28.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00
Labor Cost								

Overhead	%	110.00%
Fixed Fee	%	12.00%
FCCM Overhead	%	0.00%

**Direct Costs:**

Qty	Unit Price
Mileage	\$0.58
Meals	\$46.00
Lodging	\$96.00
Postage	
Supplies	
Reproductions	\$0.20
Other	

See State Travel Handbook

**Total Direct Costs**

**Prime Total**

Subconsultant A	
Subconsultant B	
Subconsultant Total	

**Project Total**

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Hydraulics Sheet City of Long Beach Pineville Road Sidewalk Improvements Phase II Harrison County Project Number STP-9083-00(002) LPA/107918-701000 Overstreet & Associates, PLLC. 2/12/2020

MDOT Process/Item Description	No. Sheets	Estimated Hours								Total Hours
		Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification	
<b>Field Review</b>										
A. Structure Recommendations										
Design recommendations										
Inlet and cross drains										
Drainage details										
B. Storm Sewer Design										
Design data for Structures										
Drainage details										
C. Temporary Drainage Design										
Bioswale Design										
D. Sediment Basin Design										
E. Hydraulic Models and Calculations										
Calculate D.A. & Flow Rate										
For Cross Drains, Side										
Drains, & Ditches										
Develop Storm Drain Models										
F. Hydraulic Report										
G. No-Rise/No-Import Certification										
H. Preliminary Erosion Control Sheets										
Typical Sections										
QA Review										
Cost Estimate										
<b>Office Review</b>										
General Notes										
Summary of Quantities										
Cross-Sections Draw Drainage Structures										
City Cross-Sections										
Cross-Sections Adjust Cross-Sections for										
pavement recommendation										
Drainage Detail Sheets (1"=20')										
Draw Storm Drain Inlets & Pipes in										
Plan/Profile View										
Add Drainage Notes in Plan/Profile View										
Cross Sections										
Erosion Control Details										
Standard Drawings										
Special Design Details										
Special Provisions										
QA Review										
<b>Office Review</b>										
Update opinion of Probable Cost										
Revise plans/special provisions per City										
Comments										
Revise Plans										
Estimate/Quantities										
Plan Sheets 1"=20'										
Misc. Details										
<b>Quality Control</b>										
<b>Total Hours</b>	<b>Total Hours</b>									
Raw Labor Rates										
Labor Cost		\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00	

Overhead % 110.00%  
Fixed Fee % 12.00%  
FCCM Overhead % 0.00%

<b>Direct Costs:</b>	City	Unit Price <sup>1</sup>
Mileage		\$0.58
Meals		\$48.00
Lodging		\$98.00
Postage		
Supplies		
Reproductions		\$0.28
Other		
<small><sup>1</sup> See Item Travel Mileage</small>		

Total Direct Costs  
  
Prime Total  
Subcontractor A  
Subcontractor B  
Subcontractor Total  
  
Project Total

# Minutes of May 19, 2020 Mayor and Board of Aldermen

**Survey Sheet**  
City of Long Beach Pineville Road Sidewalk Improvements Phase II  
Harrison County  
Project Number STP-9083-00(002) LPA/107918-701000  
Overstreet & Associates, PLLC.  
2/12/2020

Field Review	MDCT Process Description	Item	Estimated Hours										Total Hours	
			No. Sheets	Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification	Labor Classification			
	Gather Property Owner Information from Tax Records, Prepare & Send Out Right of Entry Notification Letters (x Properties)													
	Property Owner Interview & Questionnaire (x Properties)													
	Establish/Verify the Primary Horizontal & Vertical Control													
	Establish Secondary Control Points as a Supplement to the Primary Control													
	Establish and Verify Approx. 4 TBM's (Temporary Benchmarks)													
	Perform Topographic Survey of Main Line (x LF @ 2' Intervals)													
	Layout and Perform Cross Sections of Main Line (x LF @ 2' Intervals)													
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ 2' Intervals)													
	Layout and Perform Cross Sections of Main Line (x side roads - y LF @ 2' Intervals)					8.0								8.0
	Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)													
	Utility Mapping - Locate Underground Utilities per MS, One Call System/Compiling Utility Drawings from Owners - Municipalities													
	Develop Digital Terrain Model					40.0								40.0
	Generate Finalized Existing Conditions Drawing					8.0								8.0
	Quality Control					2.0								2.0
	<b>Total Hours</b>					<b>58.0</b>								<b>58.0</b>

Raw Labor Rates	\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00						
Labor Cost			1537.0											1,537.00

Overhead	%	110.00%	\$1,690.70
Fixed Fee	%	12.00%	\$367.32
FCCM Overhead	%	0.00%	\$0.00

Direct Costs:	Qty	Unit Price
Mileage		\$0.50
Meals		\$40.00
Lodging		\$95.00
Postage		
Supplies		\$0.26
Reproductions		
Other		

\* See State Travel Handbook

Total Direct Costs

Prime Total	\$3,815.02
Subconsultant A	
Subconsultant B	\$6,631.66
Subconsultant Total	\$6,631.66
<b>Project Total</b>	<b>\$10,245.71</b>

## Minutes of May 19, 2020 Mayor and Board of Aldermen

**PS&E / Advertisement**  
 City of Long Beach Pineville Road Sidewalk Improvements Phase II  
 Harrison County  
 Project Number STP-9083-00(002) LPA/107918-701000  
 Overstreet & Associates, PLLC.  
 2/12/2020

MDOT Process Description	Item	No. Sheets	Estimated Hours							Total Hours	
			Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	Labor Classification		Labor Classification
<b>PS&amp;E Assembly</b>											
	Right of Way Certification			1.0							1.0
	Utility Certification			1.0							1.0
	Encroachment Certification			1.0							1.0
	Hazardous Waste Certification			1.0							1.0
	Asbestos Abatement Certification			1.0							1.0
	Compose Letters			2.0							2.0
	Compile Forms			2.0							2.0
	Print Plans		8.0								8.0
	Assemble Specifications		2.0	2.0				1.0			5.0
	Material Checklist										3.0
	MDOT Coordination			2.0		3.0					5.0
<b>Advertisement</b>											
	Print Plans and Specifications		4.0					4.0			8.0
	Prepare Advertisement			1.0				1.0			2.0
	Bidder Coordination			8.0				4.0			12.0
	Receive & Evaluate Bids			4.0				8.0			12.0
	Assemble Bids and Submit			8.0				2.0			10.0
	Quality Control										10.0
<b>Total Hours</b>			14.0	34.0	3.0			20.0			71.0
Raw Labor Rates			\$44.00	\$35.00	\$26.50	\$17.00	\$25.00	\$20.00	\$0.00	\$0.00	
Labor Cost			616.0	1190.0	79.5		400.0				2,285.50
							Overhead	%	110.00%		\$2,514.05
							Fixed Fee	%	12.00%		\$575.95
							FCCM Overhead	%	0.00%		\$0.00
							<b>Direct Costs:</b>	Qty	Unit Price <sup>1</sup>		
							Mileage		\$0.58		
							Meals		\$46.00		
							Lodging		\$98.00		
							Postage				
							Supplies				
							Reproductions		50.26		
							Other				
							<small><sup>1</sup> See State Travel Handbook</small>				
							Total Direct Costs				
							Prime Total				\$5,375.50
							Subconsultant A				
							Subconsultant B				
							Subconsultant Total				
							Project Total				\$5,375.50

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Summary

City of Long Beach Pineville Road Sidewalk Improvements Phase II  
Harrison County  
Project Number STP-9083-00(002) LPA/107918-701000  
Cassady-Acadia Land Surveying, LLC  
4/1/2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings									
Environmental									
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey	70		\$2,582.50	\$3,338.66	\$0.00	\$5,921.16		\$710.54	\$6,631.69
PS&E/Advertisement									
<b>Total</b>	<b>70</b>		<b>\$2,582.50</b>	<b>\$3,338.66</b>		<b>\$5,921.16</b>		<b>\$710.54</b>	<b>\$6,631.69</b>

**Grand Total    \$6,631.69**

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

# Minutes of May 19, 2020 Mayor and Board of Aldermen

**Survey Sheet**  
 City of Long Beach Pineville Road Sidewalk Improvements Phase II  
 Harrison County  
 Project Number STP-9083-00(002) LPA/107918-701000  
 Cassidy-Acadia Land Surveying, LLC  
 4/1/2020

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours	
			Senior Engineer Manager	Senior Project Manager	Senior Engineer Technician	Engineer Technician	Administrative Assistant II	Administrative Assistant I	GPS RTK Field Crew	Labor Classification		
<b>Field Review</b>												
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)											
	Property Owner Interview & Questionnaire (x Properties)											
	Establish/Verify the Primary Horizontal & Vertical Control									5.0	5.0	
	Establish Secondary Control Points as a Supplement to the Primary Control									5.0	5.0	
	Establish and Verify Approx. x TBMs (Temporary Benchmarks)									5.0	5.0	
	Perform Topographic Survey of Main Line (x LF @ y Intervals)									5.0	5.0	
	Layout and Perform Cross Sections of Main Line (x LF @ y Intervals)									5.0	5.0	
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z Intervals)											
	Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z Intervals)											
	Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)											
	Utility Mapping - Locate Underground Utilities per MS - One Call System/Consulting Utility Drawings from Owners - Municipalities									5.0	5.0	
	Develop Digital Terrain Model					10.0					10.0	
	Generate Finalized Existing Conditions Drawing					15.0					15.0	
	Quality Control					5.0	10.0				15.0	
	<b>Total Hours</b>					5.0	10.0	25.0			30.0	70.0

	Raw Labor Rates		\$44.00	\$35.00	\$28.50	\$17.00	\$25.00	\$20.00	\$45.00	\$0.00	
	Labor Cost		220.0	350.0	882.5				1350.0		2,582.50
									Overhead	%	120.28%
									Fixed Fee	%	12.00%
									FCCM Overhead	%	0.00%
											50.00
									<b>Direct Costs:</b>		
									Qty	Unit Price	
										\$0.58	
										\$45.00	
										\$98.00	
										\$0.26	
										Other	
											Total Direct Costs
											\$6,831.89
											Prime Total
											\$6,831.89
											Subconsultant A
											Subconsultant B
											Subconsultant Total
											Project Total
											\$6,831.89

\*\*\*\*\*

**Minutes of May 19, 2020  
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to award the Harbormaster Building Repairs from Hurricane Nate to Twin L. Construction, Inc.:

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

May 15, 2020

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

**RE: Harbormaster Building Repairs  
Long Beach Smallcraft Harbor – Hurricane Nate Repairs**

Ladies and Gentlemen:

We opened the referenced bids on May 12, 2020 at City Hall and have attached a Certified Tabulation of the bids. We received four bids for the work with the low bid offered by Twin L Construction of Pass Christian, MS. The low bid by Twin L seems fairly reasonable for the work and we have no hesitation regarding their capability to satisfactorily perform the work.

As is indicated in our professional services contract, this contract will be partially funded by FEMA (Items 1-A and 1-B) with the remainder being funded by Tidelands or other funds. Based on the Bid Tabulation and previous discussions with the City, we recommend award of the referenced project to Twin L for the Base Bid plus both Alternates (installation of sprayfoam insulation) in the amount of their submitted bid, \$101,819.

Sincerely,

David Ball, P.E.

DB:1083  
Attachment

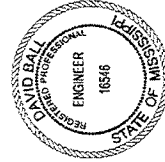


Minutes of May 19, 2020  
Mayor and Board of Aldermen

CITY OF LONG BEACH  
LONG BEACH SMALLCRAFT HARBOR - HURRICANE NATE  
HARBORMASTER BUILDING REPAIR

Bid Date: 5/11/2020  
CONTRACTORS BIDDING  
Certificate of Responsibility No.:  
Bid Bond:  
Acknowledgment Addendum No. 1:

ITEM NO.	PLAN QUANTITY	ITEM	UNIT PRICE			EXTENSION			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION				
<b>BASE BID</b>												
1-A	3 EA	REPAIR EXIST GFR PANELS UNDER BUILDING	\$ 924.00	\$ 2,772.00	\$ 1,676.00	\$ 5,028.00	\$ 7,804.00	\$ 1,676.00	\$ 5,028.00	\$ 1,080.00	\$ 3,240.00	
1-B	3 EA	REPLACE ALL FIBERGLASS INSULATION AT EACH LOOSE CEILING PANEL UNDER BUILDING	\$ 781.00	\$ 2,343.00	\$ 2,325.00	\$ 7,005.00	\$ 9,351.00	\$ 711.00	\$ 2,133.00	\$ 900.00	\$ 2,700.00	
1-C	1 L.S.	CAULK/SEAL PANELS AT LORRY A/C UNIT WALL PENETRATIONS	\$ 3,055.00	\$ 3,055.00	\$ 2,195.00	\$ 2,195.00	\$ 5,250.00	\$ 3,632.00	\$ 3,632.00	\$ 1,200.00	\$ 1,200.00	
1-D	1 L.S.	REPAIR/REPLACE EXHAUST FAN IN DOWNSTAIRS ELEVATOR LOBBY	\$ 2,770.00	\$ 2,770.00	\$ 2,355.00	\$ 2,355.00	\$ 5,125.00	\$ 3,943.00	\$ 3,943.00	\$ 927.00	\$ 927.00	
1-E	1 L.S.	REPLACE FLOOR VENT IN DOWNSTAIRS ELEVATOR LOBBY	\$ 4,770.00	\$ 4,770.00	\$ 3,025.00	\$ 3,025.00	\$ 7,795.00	\$ 6,048.00	\$ 6,048.00	\$ 392.00	\$ 392.00	
1-F	1 L.S.	CLEAN MECHANICAL ROOM DOWNSTAIRS ELEVATOR LOBBY AND REPAIR INTERIOR	\$ 3,760.00	\$ 3,760.00	\$ 975.00	\$ 975.00	\$ 4,735.00	\$ 4,336.00	\$ 4,336.00	\$ 1,067.00	\$ 1,067.00	
1-G	1 L.S.	PAINT METAL STAIRS AND HANDRAILS	\$ 19,404.00	\$ 19,404.00	\$ 7,095.00	\$ 7,095.00	\$ 26,499.00	\$ 26,499.00	\$ 26,499.00	\$ 12,879.00	\$ 12,879.00	
1-H	1 L.S.	REPAIR WATER DAMAGE TO CEILING IN BATHROOM, OFFICE, AND ELEVATOR LOBBY	\$ 8,035.00	\$ 8,035.00	\$ 41,678.00	\$ 41,678.00	\$ 49,713.00	\$ 51,301.00	\$ 51,301.00	\$ 78,542.00	\$ 78,542.00	
1-I	1 L.S.	SEAL EXTERIOR BASE PLATES AND WINDOWS	\$ 3,180.00	\$ 3,180.00	\$ 3,895.00	\$ 3,895.00	\$ 7,075.00	\$ 7,075.00	\$ 7,075.00	\$ 3,800.00	\$ 3,800.00	
1-J	1 L.S.	REMOVE DRYWALL IN GUARD OFFICE, CLEAN MECHANICAL ROOM, AND RECONSTRUCT	\$ 6,812.00	\$ 6,812.00	\$ 10,995.00	\$ 10,995.00	\$ 17,807.00	\$ 15,498.00	\$ 15,498.00	\$ 6,800.00	\$ 6,800.00	
1-K	1 L.S.	INSTALL NEW FIBERGLASS INSULATION IN GUARD OFFICE	\$ 3,340.00	\$ 3,340.00	\$ 1,875.00	\$ 1,875.00	\$ 5,215.00	\$ 2,707.00	\$ 2,707.00	\$ 1,800.00	\$ 1,800.00	
1-L	1 L.S.	PAINT & SEAL FLOOR IN OFFICES, SHOWER, BATHROOMS, AND ELEVATOR LOBBY	\$ 6,185.00	\$ 6,185.00	\$ 4,275.00	\$ 4,275.00	\$ 10,460.00	\$ 4,304.00	\$ 4,304.00	\$ 3,900.00	\$ 3,900.00	
1-M	1 L.S.	REPLACE 2 BATHROOM VENT FANS	\$ 3,411.00	\$ 3,411.00	\$ 3,825.00	\$ 3,825.00	\$ 7,236.00	\$ 3,608.00	\$ 3,608.00	\$ 1,100.00	\$ 1,100.00	
1-N	1 L.S.	REPLACE COPPER VALVE & INSULATE PIPING UNDER BUILDING	\$ 2,846.00	\$ 2,846.00	\$ 1,475.00	\$ 1,475.00	\$ 4,321.00	\$ 1,155.00	\$ 1,155.00	\$ 2,200.00	\$ 2,200.00	
1-O	1 L.S.	REPLACE BASE MOLDING IN BATHROOMS WITH RUBBER MOLDING	\$ 2,759.00	\$ 2,759.00	\$ 1,475.00	\$ 1,475.00	\$ 4,234.00	\$ 1,616.00	\$ 1,616.00	\$ 2,200.00	\$ 2,200.00	
1-P	1 L.S.	TOTAL BASE BID	\$ 85,881.00	\$ 85,881.00	\$ 101,120.00	\$ 101,120.00	\$ 112,985.00	\$ 112,985.00	\$ 112,985.00	\$ 112,985.00	\$ 112,985.00	
<b>ALTERNATE BID 1 - INSTALL SPRAYFOAM INSULATION IN GUARD OFFICE</b>												
1-M	1 L.S.	REMOVE ALL FIBERGLASS INSULATION IN GUARD OFFICE	\$ 1,138.00	\$ 1,138.00	\$ 1,875.00	\$ 1,875.00	\$ 3,013.00	\$ 2,707.00	\$ 2,707.00	\$ 1,800.00	\$ 1,800.00	
1-N	1 L.S.	INSTALL SPRAYFOAM INSULATION IN GUARD OFFICE	\$ 9,961.00	\$ 9,961.00	\$ 4,995.00	\$ 4,995.00	\$ 14,956.00	\$ 8,814.00	\$ 8,814.00	\$ 3,400.00	\$ 3,400.00	
<b>TOTAL ALTERNATE BID 1</b>												
<b>ALTERNATE BID 2 - INSTALL SPRAYFOAM INSULATION UNDER FLOOR IN ALL OFFICE AREAS</b>												
1-P	1 L.S.	INSTALL SPRAYFOAM INSULATION UNDER FLOOR IN ALL OFFICE AREAS	\$ 7,115.00	\$ 7,115.00	\$ 7,495.00	\$ 7,495.00	\$ 14,610.00	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	
<b>TOTAL ALTERNATE BID 2</b>												
<b>TOTAL BID (BASE BID + ALTERNATE BID 1 + ALTERNATE BID 2)</b>												
										\$ 101,120.00	\$ 112,985.00	\$ 114,432.00



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.  
DAVID BALL, P.E.  
Contract No. 16546  
5/11/2020

\*\*\*\*\*

**Minutes of May 19, 2020  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Change Order No. 1 with Jay Bearden Construction, Inc. for the Pump Station "A" Diversion project, and authorize the Mayor to execute same:

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

May 15, 2020

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

**RE: Change Order No. 1  
Pump Station "A" Diversion – Klondyke Rd. force main**

Ladies and Gentlemen:

We have attached proposed Change Order No. 1 for the referenced project and hereby request your review and approval. This change order makes two modifications to the Contract:

1. The exact route of a small water service to several lots along the west side of Klondyke Rd. was unknown and was broken during construction. The Contractor will reinstall the service to the existing water main on the east side of Klondyke Rd. in a more typical arrangement. This configuration will be of much benefit to the City's maintenance of the system.
2. Adjusts contract time for the additional work and for some weather & safety (the recent fire north of 28<sup>th</sup> St.) delays.

Please advise if you have any questions.

Sincerely,

David Ball, P.E.

DB:1036  
Attachment



Minutes of May 19, 2020  
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 PROJECT NO. 1036

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
<b>BASE BID</b>							
10-A	MOBILIZATION	1 U.S.	\$ 10,000.00	\$10,000.00		1	\$10,000.00
110-A	4" GATE VALVE AND VALVE BOX	1 EA.	\$ 840.00	\$840.00	\$0.00	1	\$840.00
110-B	6" GATE VALVE AND VALVE BOX	1 EA.	\$ 960.00	\$960.00	\$0.00	1	\$960.00
200-A	6" CPD PVC SEWER FORCE MAIN	3895 LF.	\$ 10.50	\$40,897.50	\$0.00	3895	\$40,897.50
200-B	6" DUCTILE IRON SEWER FORCE MAIN	120 LF.	\$ 30.00	\$3,600.00	\$0.00	120	\$3,600.00
200-C	DUCTILE IRON FITTINGS	1.5 TONS	\$ 8,000.00	\$12,000.00	\$0.00	1.5	\$12,000.00
200-D	CONNECT TO EXISTING MAIN, VALVE, FITTING, OR SLUB	2 EA.	\$ 500.00	\$1,000.00	\$0.00	2	\$1,000.00
201-A	MOBILIZATION FOR HDD	5 EA.	\$ 21,500.00	\$107,500.00	\$0.00	5	\$107,500.00
201-B	6" FORCE MAIN, HDD (HDD METHOD)	500 LF.	\$ 70.00	\$35,000.00	\$0.00	500	\$35,000.00
310-A	15" RCP CULVERT	264 LF.	\$ 32.00	\$8,448.00	\$0.00	264	\$8,448.00
310-B	18" RCP CULVERT	80 LF.	\$ 37.00	\$2,960.00	\$0.00	80	\$2,960.00
310-C	15" HDPE CULVERT	380 LF.	\$ 30.00	\$11,400.00	\$0.00	380	\$11,400.00
310-D	18" HDPE CULVERT	100 LF.	\$ 34.00	\$3,400.00	\$0.00	100	\$3,400.00
320-A	CONNECT TO EXISTING DRAINAGE BASIN	1 EA.	\$ 500.00	\$500.00	\$0.00	1	\$500.00
320-B	CONSTRUCT NEW DRAINAGE STRUCTURE	4 EA.	\$ 1,800.00	\$7,200.00	\$0.00	4	\$7,200.00
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	300 CY.	\$ 20.00	\$6,000.00	\$0.00	300	\$6,000.00
500-B	SELECT SANDY BACKFILL	1100 CY.	\$ 17.00	\$18,700.00	\$0.00	1100	\$18,700.00
500-C	GEOTEXTILE FABRIC	500 SY.	\$ 1.50	\$750.00	\$0.00	500	\$750.00
510-A	8" LIMESTONE ROAD BASE (5":12.5 mm MIN)	120 SY.	\$ 17.00	\$2,040.00	\$0.00	120	\$2,040.00
510-C	SAWCUT JOINT	50 TONS	\$ 180.00	\$9,000.00	\$0.00	50	\$9,000.00
510-D	VEGETATIVE COVER	690 LF.	\$ 3.00	\$2,070.00	\$0.00	690	\$2,070.00
510-E	CONCRETE DRIVE RESTORATION	270 SY.	\$ 3,500.00	\$945,000.00	\$0.00	270	\$945,000.00
510-F	GRANULAR DRIVE RESTORATION	100 SY.	\$ 6.00	\$600.00	\$0.00	100	\$600.00
510-G	CONCRETE CURB & GUTTER RESTORATION	125 LF.	\$ 28.00	\$3,500.00	\$0.00	125	\$3,500.00
510-H	MISCELLANEOUS RESTORATION	1 U.S.	\$ 2,000.00	\$2,000.00	\$0.00	1	\$2,000.00
510-I	SOLID SCD	50 SY.	\$ 9.00	\$450.00	\$0.00	50	\$450.00
520-A	MAINTENANCE OF TRAFFIC	1 U.S.	\$ 5,000.00	\$5,000.00	\$0.00	1	\$5,000.00
530-A	STORMWATER MANAGEMENT	1 U.S.	\$ 5,000.00	\$5,000.00	\$0.00	1	\$5,000.00
CO3-1	RECONNECT 4 WATER SERVICES TO EXIST WATER MAIN ON E. SIDE OF KLONDYKE RD (STA. -17+00 TO -20+50)	0 U.S.	\$ 1,700.00	\$0.00	\$1,700.00	1	\$1,700.00
				<b>TOTAL BASE BID:</b>	<b>\$204,215.50</b>		<b>\$204,215.50</b>
<b>ALTERNATE BID 2 - INSTALL FORCE MAIN VIA HDD (STA. -17+50 TO -14+50)</b>							
201-A	MOBILIZATION FOR HDD	1 EA.	\$ 500.00	\$500.00	\$0.00	1	\$500.00
201-B	6" FORCE MAIN, HDD (HDD METHOD)	400 LF.	\$ 77.00	\$30,800.00	\$0.00	400	\$30,800.00
200-A	6" SEWER FORCE MAIN	400 LF.	\$ 10.50	\$4,200.00	\$0.00	400	\$4,200.00
310-A	15" RCP CULVERT	235 LF.	\$ 37.00	\$8,715.00	\$0.00	235	\$8,715.00
320-B	CONSTRUCT NEW DRAINAGE STRUCTURE	2 EA.	\$ 1,800.00	\$3,600.00	\$0.00	2	\$3,600.00
510-C	SAWCUT JOINT	500 LF.	\$ 3.00	\$1,500.00	\$0.00	500	\$1,500.00
510-E	CONCRETE DRIVE RESTORATION	250 SY.	\$ 56.00	\$14,000.00	\$0.00	250	\$14,000.00
				<b>TOTAL ALTERNATE BID 2:</b>	<b>\$38,720.00</b>		<b>\$38,720.00</b>
				<b>TOTAL CONTRACT VALUE:</b>	<b>\$195,495.50</b>		<b>\$195,495.50</b>

\* \* \* \* \*

ENCLOSURE No. 01-01 (1002 Edition)  
 Prepared by: Enclosure Contract Documents Committee and endorsed by the  
 Associated General Contractors of America and the Construction Specifications Institute.

**Minutes of May 19, 2020**  
**Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Change Order No. 2 with Lagniappe Construction Company, LLC for the Clower Ave. Water System Improvements Project, and authorize the Mayor to execute same:

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

May 15, 2020

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

**RE: Change Order No. 2 (Summary)**  
**Clower Avenue Water Main Improvements**

Ladies and Gentlemen:

We have attached proposed Change Order No. 2 for the referenced project and hereby request your review and approval. This is the final/summary change order and simply adjusts all Contract quantities to the final field-measured quantities and also adjusts the Contract time for some significant delays which were beyond the Contractor's control. If approved, we anticipate the final payment and other final contract documents to follow soon.

Sincerely,

David Ball, P.E.

DB:1037  
Attachment

# Minutes of May 19, 2020 Mayor and Board of Aldermen

## Change Order No. 2 (Summary)

Date of Issuance: 5/14/2020 Effective Date: 5/19/2020

Project:	Owner:	City of Long Beach	Owner's Contract No.:	815-616500	
Contract:	CLOWER AVE. WATER SYSTEM IMPROVEMENTS (RE-BID)			Date of Contract:	10/2/2019
Contractor:	Lagniappe Construction Company, LLC Vendor #7365			Engineer's Project No.:	1037

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Adjust quantities to conform to final field measurements.
- This change order also includes an adjustment in Contract Time for delays encountered by the Contractor due to water chlorination/testing delays and due to additions to the work necessitated by unforeseen existing conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:	<u>\$336,282.30</u>	Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar days	Substantial completion (days or date): <u>90</u>
(Increase) in Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>1</u>	<u>\$4,424.25</u>	Change in Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>1</u>	Substantial completion (days or date): <u>10</u>
Contract Price prior to this Change Order:	<u>\$340,706.55</u>	Contract Times prior to this Change Order:	Substantial completion (days or date): <u>2/18/2020</u>
(Decrease) in Contract Price due to this Change Order:	<u>(\$41,814.68)</u>	(Increase) in Contract Time due to this Change Order:	Substantial completion (days or date): <u>59</u>
Revised Contract Price incorporating this Change Order:	<u>\$298,891.87</u>	Contract Times incorporating this Change Order:	Substantial completion (days or date): <u>4/17/2020</u>
			Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: <u>5/15/2020</u>	Date: <u>5/14/20</u>	Date: <u>5/19/20</u>

# Minutes of May 19, 2020 Mayor and Board of Aldermen

PROJECT NO. 1037

2 (Summary)

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
<b>BASE BID</b>								
10-A	MOBILIZATION	1 L.S.	5 10,000.00	\$10,000.00			1	\$10,000.00
100-A	8" WATER MAIN	2680 L.F.	5 18.72	\$50,169.60	-29	(\$542.88)	2651	\$49,626.72
100-B	DUCTILE IRON FITTINGS	3 5 TON	5 4,248.69	\$14,856.42	2 714	(\$11,520.09)	0 786	\$3,336.33
110-A	8" GATE VALVE AND VALVE BOX	4 EA	5 1,692.00	\$6,868.00	-1	(\$1,692.00)	3	\$4,776.00
120-A	FIRE HYDRANT ASSEMBLY	6 EA	5 3,170.00	\$19,020.00			6	\$19,020.00
130-A	LOCATE AND DISCONNECT EXISTING WATER MAIN	3 EA	5 481.50	\$1,444.50			3	\$1,444.50
130-B	15" X6" TAPPING SLEEVE WITH VALVE AND VALVE BOX	2 EA	5 3,884.55	\$7,769.10	-1	(\$3,884.55)	1	\$3,884.55
130-C	4" LINE STOP VALVE	2 EA	5 5,318.53	\$11,037.06	-2	(\$11,037.06)	0	\$0.00
130-D	REMOVE EXISTING VALVE	3 EA	5 321.00	\$963.00	2	\$642.00	5	\$1,605.00
130-E	REMOVE EXISTING FIRE HYDRANT	3 EA	5 374.50	\$1,123.50	-1	(\$374.50)	2	\$749.00
130-F	CONNECT TO EXISTING MAIN, VALVE, FITTING, OR STUB	3 EA	5 571.18	\$1,713.54	-12	(\$6,854.16)	2	\$1,114.32
140-A	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 1)	6 EA	5 1,975.89	\$11,855.34	6	\$6,455.34	12	\$17,910.68
140-B	1-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 2)	28 EA	5 331.91	\$9,313.48	-3	(\$1,013.71)	25	\$8,299.77
140-C	1" SINGLE WATER SERVICE ASSEMBLY (TYPE 9)	2 EA	5 1,104.80	\$2,209.60			2	\$2,209.60
140-D	1-1/2" DOUBLE WATER SERVICE ASSEMBLY (TYPE 4)	1 EA	5 1,428.73	\$1,428.73	-1	(\$1,428.73)	0	\$0.00
140-E	2" SINGLE WATER SERVICE ASSEMBLY	56 EA	5 193.60	\$10,833.60	-4	(\$770.40)	52	\$10,063.20
140-F	LOCATE AND CONNECT TO EXISTING WATER SERVICE	82 EA	5 36.90	\$3,025.80	-2	(\$73.80)	80	\$2,952.00
310-A	15" RCP CULVERT	2 EA	5 3,745.00	\$7,490.00			2	\$7,490.00
500-A	58-2 CURB INLET	125 CY	5 21.40	\$2,675.00	-123	(\$2,632.20)	2	\$42.80
500-B	PIPE BEDDING/PIPE FOUNDATION MATERIAL (PM)	350 SY	5 7.06	\$2,461.00	-470.89	(\$3,324.48)	29.11	\$205.52
500-C	SELECT SANDY BACKFILL (FW)	350 SY	5 2.84	\$989.00	-236	(\$663.84)	114	\$325.16
510-A	8" LIMESTONE ROAD BASE	938 SY	2 21.40	\$20,072.20			938	\$20,072.20
510-B	8" BITUMINOUS PAVEMENT BASE COURSE - TRENCH REPAIR (S1:19.0 MM MAX)	938 SY	5 34.13	\$32,013.94	98.06	\$3,380.92	1037.06	\$35,394.86
510-D	MILLING EXISTING ASPHALT PAVEMENT	3600 SY	5 4.12	\$14,892.00	-3600	(\$14,892.00)	0	\$0.00
510-E	CONCRETE DRIVE RESTORATION	50 SY	5 41.94	\$2,097.00	-0 53	(\$23.82)	49 47	\$2,223.18
510-F	CONCRETE CURB & GUTTER RESTORATION	100 LF	5 18.19	\$1,819.00	142	\$2,592.98	242	\$4,411.98
510-G	VEGETATIVE COVER	1 L.S.	5 2,354.00	\$2,354.00			1	\$2,354.00
510-H	SOLID SOIL	100 SY	5 6.42	\$642.00	-100	(\$642.00)	0	\$0.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	5 3,210.00	\$3,210.00			1	\$3,210.00
530-A	STORM WATER MANAGEMENT	1 L.S.	5 535.00	\$535.00			1	\$535.00
CO1-1	JUNCTION BOX FOR DRAINAGE - CONFLICT AT PINEVILLE	1 L.S.	5 4,510.00	\$4,510.00			1	\$4,510.00
CO1-2	15" X6" TAPPING SLEEVE WITH VALVE AND VALVE BOX	1 L.S.	5 4,581.25	\$4,581.25			1	\$4,581.25
<b>TOTAL BASE BID</b>				<b>\$771,890.43</b>		<b>(\$48,973.76)</b>		<b>\$722,916.67</b>
<b>ALTERNATE BID 1</b>								
100-C	LOCATE AND ABANDON EXISTING WATER MAIN IN PLACE	2680 L.F.	5 2.46	\$6,592.80	-45	(\$110.70)	2635	\$6,482.10
<b>TOTAL ALTERNATE BID 1:</b>				<b>\$6,592.80</b>		<b>(\$110.70)</b>		<b>\$6,482.10</b>
<b>ALTERNATE BID 2</b>								
310-B	1-1/2" HOT BITUMINOUS PAVEMENT OVERLAY (S1:12.5MM MAX)	7817 SY	5 7.96	\$62,273.32	875 6	\$6,965.78	8692 6	\$69,193.10
<b>TOTAL ALTERNATE BID 2:</b>				<b>\$62,273.32</b>		<b>\$6,965.78</b>		<b>\$69,193.10</b>
<b>TOTAL WORK COMPLETED</b>				<b>\$340,706.55</b>		<b>(\$11,814.68)</b>		<b>\$298,891.87</b>

E:\CDC No. C-941 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute

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

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

\*\*\*\*\*

**Minutes of May 19, 2020  
Mayor and Board of Aldermen**

APPROVED:

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

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

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

\_\_\_\_\_  
Alderman Kelly Griffin, 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