

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF DECEMBER 21, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. December 7, 2021 Regular & Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. December 9, 2021 Regular & Work Session
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 122121
- IX. UNFINISHED BUSINESS
 - 1. Contract Addendum – Pickering Firm; 5 Points Intersection Study
 - 2. Widening Mitchell Road – Culvert Installation
- X. NEW BUSINESS
 - 1. Service Agreement – SMPDD; Pavement Survey
 - 2. Discussion – Internet Sales Tax Funds; Roads & Bridges – Alderman Frazer
 - 3. Tree Removal – 5128 Mitchell Road – Alderman Brown
 - 4. Jeff Davis Avenue Beautification – Alderman Brown
 - 5. Intersection of Beatline Rd & Pineville Rd – Alderman Brown
 - 6. Project Activation – Beatline Parkway; RAISE Grant
 - 7. Request to Advertise – Rebid Long Beach Corridor Phase I
 - 8. Contract – Pickering; Beatline Parkway Phase I Environmental Study
 - 9. Contract – Pickering; Mt. Bass Drainage HMGF
 - 10. Change Order – Bottom 2 Top Construction; Joyce Basin Drainage
 - 11. Tree Removal – Covington Engineering; Expansion of Drainage Canal #1
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Step Increase (2)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. N. Jeff Davis Avenue Extension & Traffic Study
 - b. Long Beach GIS Mapping
 - c. Harbor Demolition & Debris Removal – Hurricane Zeta
 - d. Request to Advertise – St. Charles Ave. Drainage Improvements
 - e. Request to Advertise – Trautman Basin Wastewater Upgrades
 - f. Final Acceptance – Harbor Dredging & Removal (Hurricane Nate); J.E. Borries
 - g. Price Bros. Force Main Replacement – Phase II
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. 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 December, 2021, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Alderman Timothy McCaffrey, Jr.

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

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to amend the agenda to add item #1. Revenue Expense Report November 2021 under XI. Departmental Business; 3. City Clerk and item #1. Police Department Disciplinary Action under XI. Departmental Business; 5. Police Department.

Alderman Johnson made motion seconded by Alderman Frazer and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated December 7, 2021, as submitted.

Alderman Parker made motion seconded by Alderman Frazer to approve the Regular and Work Session minutes of the Planning & Development Commission dated December 9, 2021, as submitted. After discussion, Alderman Frazer made substitute motion seconded by Alderman Johnson and unanimously carried to approve the Regular and Work Session minutes of the Planning & Development Commission dated December 9, 2021, as submitted with the exception of item #4. Certificate of Resubdivison for 310 Jeff Davis Avenue, and table said item to the January 4, 2022 meeting.

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices listed in Docket of Claims number 122121.

Minutes of December 21, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and carried with a five to one vote, with Alderman Bennett casting the dissenting vote, to approve the following Contract Addendum with Pickering Firm for the 5 Points Traffic Study:

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Long Beach
And
Pickering Firm, Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between City of Long Beach (known as the "LPA") and Pickering Firm, Inc. (Known as the "CONSULTANT"), whose address is 2001 Airport Road, Suite 201, Flowood, MS 39232 signed by CONSULTANT on October 7, 2020, and signed by LPA on December 1, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the City of Long Beach and Pickering Firm, Inc., do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional Twelve (12) months, and said Professional Services Contract is amended as set out below:

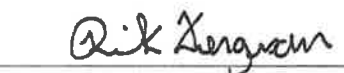
ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Pickering Firm, Inc. for Five Points Intersection Study, Project Number STP-0295-00(020)LPA/108453-711000, Harrison County will change from December 31, 2021 at 12:00 P.M. to December 31, 2022 at 12:00 P.M.

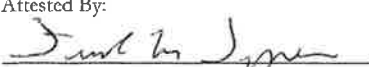
Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 22 day of Dec., 2021.


Mayor George Bass

WITNESS this my signature in execution hereof, this the 3rd day of November, 2021.


Rick Ferguson, P.E.

Attested By:


Address: 2001 Airport Road
Suite 201
Flowood, MS 39232

It came on for discussion Widening Mitchell Road – Culvert Installation, whereupon Mayor Bass recognized City Engineer David Ball to provide a brief update. Mr. Ball apprised the Board that the utility poles have been moved. It was the consensus of the Board to table this item until the January 4, 2022 meeting so that a meeting could be held with the County to discuss their participation in aforementioned project.

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following Professional Services Agreement with Southern Mississippi Planning and Development District (SMPDD):



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
AND
THE CITY OF LONG BEACH

SMPDD is pleased to submit this Service Agreement to the City of Long Beach, MS Board of Alderman for the various services necessary to set up, configure and host the City's Road Planning and Video Websites.

Task 1: Preparation of Planning & Video Website **\$1,750**

The SMPDD team will set up configure an application with both the planning website and the video website specifically for the City of Long Beach, MS using the rating and linework information from the 2018 Harrison County road survey.

The fee for Task 1 is a Lump Sum cost.

Task 2: Planning Website Training with Web Hosting and Maintenance – 2 Years **\$3,750**

The SMPDD team will provide a 3-hour training session to City staff and elected officials on the use and function of the Planning Website. The City will be given protected access to the planning website that provides a road surface rating map, full planning tool, and video of the existing road network. Once per year, the SMPDD team will update linework ratings using information provided by the City. Website hosting, maintenance, upgrades, video and data storage, and technical support is provided for a 2-year period starting on the date you receive training. Quarterly meetings are available under this task for continued training at no additional cost.

The fee for Task 2 is a Lump Sum cost.

SMPDD will provide these services as described above for an estimated total sum of **\$5,500.00** to be billed at the completion and delivery of the program.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this _____ day of _____, 2021.

City of Long Beach, MS

Name:  Date: 12-22-21
George Bass, Mayor

Southern Mississippi Planning & Development District, Inc.

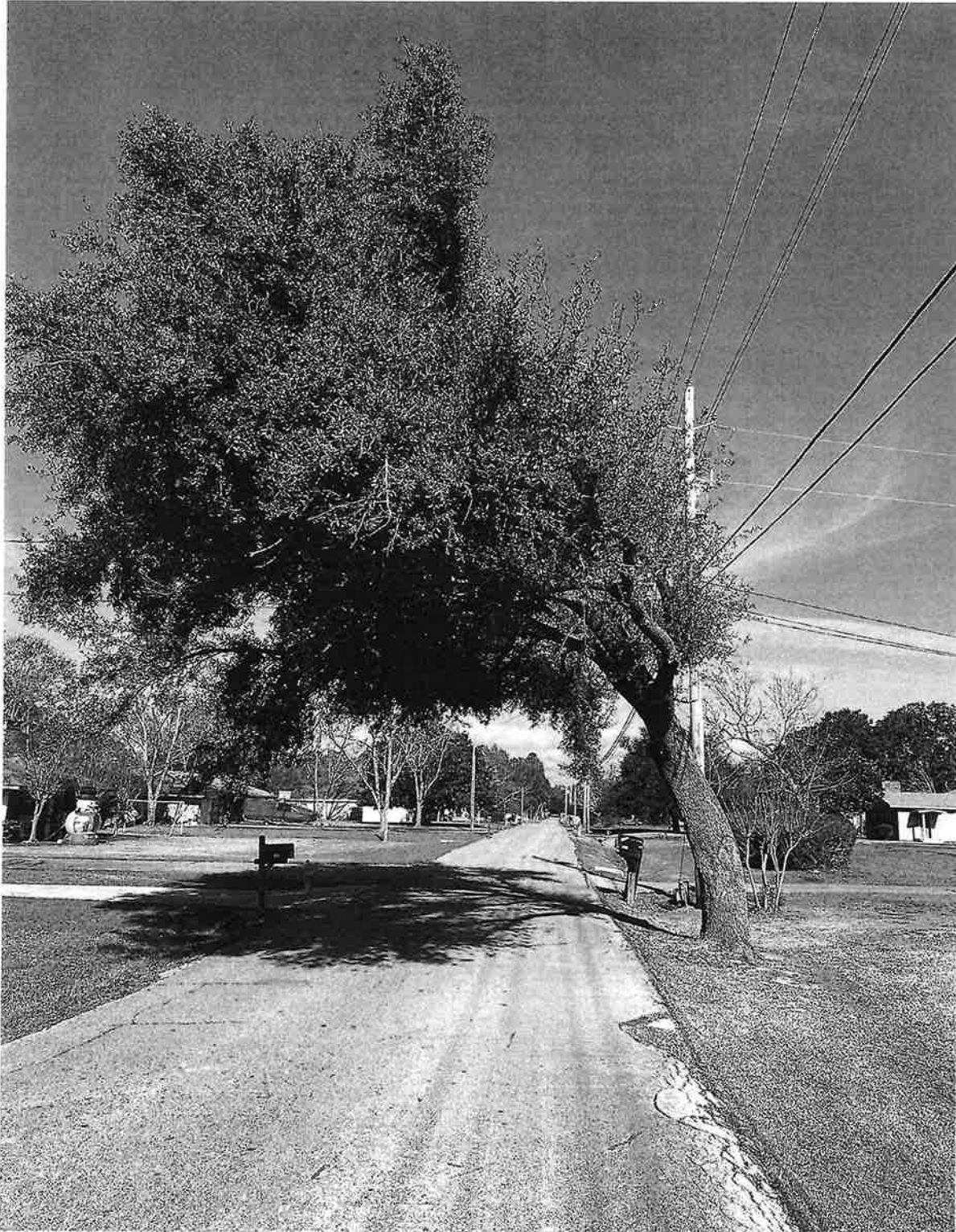
Name: _____ Date: _____
Leonard Bentz, Executive Director

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550
914 Sullivan Drive, Hattiesburg, MS 39401 | (601) 545-2137 | Fax (601) 545-2164
www.smpdd.com

It came on for discussion – Internet Sales Tax Funds; Roads & Bridges, whereupon Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to establish a plan to spend 80% of all Internet Sales Tax Funds on road and bridges and hold the remaining 20% for emergencies and grant match annually.

Minutes of December 21, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve removal of the Live Oak tree in the City right of way in front of 5128 Mitchell Road as pictured below:



It came on for discussion Jeff Davis Avenue Beautification, whereupon Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to direct Recreation Director Bob Paul to identify any trees and shrubs that need to be removed along Jeff Davis and provide to the Board at the next meeting on January 4, 2022.

Minutes of December 21, 2021
Mayor and Board of Aldermen

It came on for discussion Intersection of Beatline Road and Pineville Road, whereupon Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to direct Public Works Director Joe Culpepper and City Engineer David Ball to provide an estimate to overlay and make any other necessary repairs to aforementioned intersection.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to activate the Beatline Parkway RAISE grant project with the following letter, and authorize the Mayor to execute same:

City of Long Beach



December 15, 2021

David Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference: Beatline Parkway RAISE Grant

Dear Mr. Seyfarth,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will allow us to begin construction of the first phase of widening Beatline Road.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter.

Sincerely,

George L. Bass
Mayor

Enclosures

Minutes of December 21, 2021
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to authorize advertise the Re-Bid Long Beach Corridor Phase I project per the following schedule:



Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086
M : 228.547.8586
F : 855.539.5086

christianpreus.com

December 9, 2021

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

RE: Long Beach Corridor – Rebid

Ladies and Gentlemen:

We were scheduled to receive bids for the Long Beach Corridor project yesterday at 10:00 am. There were several contractors interested in the project, but unfortunately, no bids were received at that time. Therefore, our design team recommends that we rebid the project with the following schedule:

- o First Advertisement: January 7, 2022
- o Second Advertisement: January 14, 2022
- o Receive Bids: February 8, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the February 15, 2022 meeting.

Sincerely,

Christian Preus, PLA
CPLA Principal

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker to approve the following Preliminary Engineering Services Contract with Pickering Firm for the Beatline Parkway Phase I Environmental Study and authorize the Mayor to execute same. Upon roll call vote, the result was as follows:

Alderman Donald Frazer	voted	Nay
Alderman Patrick Bennett	voted	Nay
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Nay
Alderman Timothy McCaffrey, Jr.	voted	Absent, not voting
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The Motion having received a tie 3-3 vote, the Mayor cast his vote as Aye, and the motion carried.

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

PRELIMINARY ENGINEERING SERVICES CONTRACT

**Beatline Parkway Phase I Environmental Study
Project Number STP-9074-00(002)LPA/108517-711000
Harrison County**

This CONTRACT, is made and entered into by and between the **City of Long Beach**, a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.** (the "CONSULTANT"), a corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **2001 Airport Road, Suite 201, Flowood, MS 39232**. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of environmental documentation of Phase I of Beatline Parkway, as provided for in Project Number STP-9074-00(002)LPA/108517-711000, hereinafter called the "PROJECT"; and

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Minutes of December 21, 2021 Mayor and Board of Aldermen

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

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2022, 12:00 P.M.**, CDT whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

Minutes of December 21, 2021 Mayor and Board of Aldermen

317

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

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

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred,

3

Minutes of December 21, 2021 Mayor and Board of Aldermen

or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

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

ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

Minutes of December 21, 2021 Mayor and Board of Aldermen

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

ARTICLE X. INSURANCE

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

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

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

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

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

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

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

321

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet

Minutes of December 21, 2021 Mayor and Board of Aldermen

or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

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

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

323

first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation

Minutes of December 21, 2021

• Mayor and Board of Aldermen

with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

325

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

- (1) Cancel the stop work order; or

Minutes of December 21, 2021 Mayor and Board of Aldermen

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

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

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

CITY OF LONG BEACH:

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

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

PICKERING FIRM, INC.:

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

For Technical Matters:
Cara Wagner, P.E.
126 Rue Magnolia
Biloxi, MS 39530
Telephone: 228.432.5925
Facsimile: 228.432.5928
Email: cwagner@pickeringfirm.com

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

P.E. #12953

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

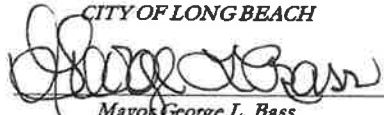
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Minutes of December 21, 2021
Mayor and Board of Aldermen

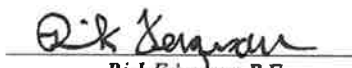
ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 21 day of December 2021.

CITY OF LONG BEACH

Mayor *George L. Bass*

WITNESS this my signature in execution hereof, this the 2nd day of December 2021.

PICKERING FIRM, INC.

Rick Ferguson, P.E.

ATTEST: 

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

331

**CERTIFIED COPY OF RESOLUTION ADOPTED
AT A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF PICKERING, INC.
January 26, 2021**

I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 26th day of January, 2021, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

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

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

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

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 26th day of January, 2021.


Catherine A. Crawford
Secretary


Attest

Minutes of December 21, 2021 Mayor and Board of Aldermen

EXHIBIT 2

SCOPE OF WORK

DESCRIPTION OF PROJECT:

The CONSULTANT shall provide all necessary professional services required to provide environmental documentation of Phase I of Beatline Parkway from U.S. 90 To Johnson Road, all in the City of Long Beach.

GENERAL REQUIREMENTS

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

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

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

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

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

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

Minutes of December 21, 2021 Mayor and Board of Aldermen

333

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

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

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

DETAILED DESCRIPTION OF THE SCOPE OF WORK:

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

Project Activation

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

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

Environmental Studies

The CONSULTANT will perform environmental services for providing an Environmental Assessment (EA). It is assumed that one corridor with multiple alternatives will be developed as well as a no build alternative. The final study area and development of alternatives will be determined through scoping with appropriate stakeholders and public input during the project development phases. Consideration for each of the build alternatives will be made with due evaluation of potential impacts to both natural & human environments, future traffic volumes, constructability, and the adjacent roadway network. The study will focus on the necessary conceptual design, public involvement, and stakeholder coordination for obtaining the environmental clearances through a systematic environmental decision-making process as outlined in the following scope of work.

This study shall meet the requirements of the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The environmental decision-making process shall include the five major task items shown below:

- Task 1 - Project Management
- Task 2 - Data Collection and Evaluation
- Task 3 - Corridor Analysis
- Task 4 - Public Involvement Program
- Task 5 - Environmental Assessment & Finding of No Significant Impact

1. PROJECT MANAGEMENT

1.1. Project Organization and Schedule

Minutes of December 21, 2021 Mayor and Board of Aldermen

The CONSULTANT will be responsible for internal project organization, including sub-consultant contracts and responsibilities, and coordination with governmental and agency personnel which will have input on the study. A task specific schedule outlining responsibilities and completion dates will be developed, expanding on the study flow diagram, to ensure project completion on time and within budget.

1.2. Project Initiation Meeting

The CONSULTANT will meet with appropriate UNIVERSITY, Mississippi Department of Transportation (MDOT) and Federal Highway Administration (FHWA) staff. The purpose of the meeting will be to discuss the task-specific schedule; to establish ground rules and project expectations within the confines of the scope; to exchange relevant information and documents; to initiate requests for other necessary data; and to explain administration of the contract. The CONSULTANT will prepare an agenda and a sign in sheet for the meeting. Following the meeting, the CONSULTANT will prepare the meeting notes.

1.3. Monthly Progress Reports and Meetings

The CONSULTANT will submit to the MDOT monthly progress reports outlining the work completed to date and an updated schedule of the tasks remaining for a timely completion of the project. The CONSULTANT will also be available to attend periodic progress meetings with MDOT personnel to discuss project status, issues, schedule and invoices – this scope should consider four (4) such meeting will be required.

1.4. Project Coordination

This task includes overall project management, liaison with the MDOT, sub-consultants, and team members, and written documentation as appropriate for all meetings which are not specifically addressed elsewhere in this Scope. Communications and coordination with other federal, state, and local agencies will be closely coordinated with the MDOT. The CONSULTANT will utilize the Project Manager identified in the proposal for this environmental study to maintain efficient project coordination. The Project Manager will be responsible for project coordination and communication issues under this task which will be summarized in the monthly progress reports.

1.5. Final Product Submittal

Reference material utilized by the CONSULTANT will be noted, and an accurate and complete bibliography will be part of the draft and final documents. Utilization of unpublished material or otherwise not easily accessible material will be specifically coordinated with the MDOT prior to its use in the document. The CONSULTANT will supply MDOT with hard and digital copies (MicroStation V8.1 or later) of the final plan view of the alternative on the aerial photography and the exhibits created for the public involvement. All mapping will be prepared in Mississippi State Plane Coordinates. GIS data and constraints mapping shall be furnished in Geo-Media (version 5.2 or later) or in a compatible format.

2. ENVIRONMENTAL DATA COLLECTION AND EVALUATION

2.1. Socio-Economic Data

2.1.1. Land Use Data

Collect data regarding past and present land usage as well as future land use plans, proposed developments, zoning guidelines and observed growth trends. Land use will be determined in coordination with the appropriate local authority.

2.1.2. Cultural Features and Community Services

Through contact with local officials, research of tax rolls, and field inventory, identify in the project area the following:

- Medical facilities (hospitals, clinics, emergency rescue facilities, convalescent centers, ambulance facilities for the handicapped, etc.).
- Fire stations.
- Educational facilities (public and private) -- Identify bus routes, student walkways and school crossings.
- Religious institutions.
- Cemeteries (public and private).
- Public (government) buildings and civic facilities.
- 4(f) and 6(f) lands (parks, etc.).
- Recreational & other public use areas.
- Historic Districts, Structures, Markers, Places of Historic Significance, etc.
- Other entities identified as contributing to the cultural identity.

This information will be placed on base mapping for use in evaluating avoidance areas and potential impacts. This data will be utilized as addressed in Task 3.1.1 - GIS Analysis

2.1.3. Relocation Impact Data

2.1.3.1. Obtain information necessary to make assessments of the impacts of the alternative.

Note neighborhoods, economic, and racial/ethnic groups. This will include the racial/ethnic makeup of the neighborhoods, location/descriptions of neighborhoods, ages and economic status of occupants; and the impact of the proposed facility on the neighborhood(s). The number, if any, of handicapped/disabled displacees and/or large families shall be included.

The approximate number of residential, business, and nonprofit organization relocations will be determined. This will include the type of structure and age of displacement dwellings. An inventory of replacement dwellings including, but not limited to, the number and types of homes available, size, age and asking price will be provided. This information will detail how all displacees can be relocated to Decent, Safe, and Sanitary Housing and what properties are available within project vicinity to purchase for commercial, non-profit and residential relocations.

The CONSULTANT will develop a list by name of businesses and product or function and non-profit organizations listed by name and function, that is affected by the proposed plan. Details concerning the number of employees presently working; the potential for loss of jobs and the plan to relocate or close down these businesses and non-profit organizations will be determined. Also included will be information about businesses for sale and commercial tracts for sale in the project area. This information will include asking price, location and size and type of property.

The CONSULTANT will make an assessment of cultural, aesthetic, or unique features that contribute to the socio-economic vitality or contribute towards the quality of life for the community.

2.1.3.2. Relocation Plan Documentation

A relocation plan will be generated from the information collected and will address any major miscellaneous personal property moves, such as parts of large businesses or other concerns that are not classified as business relocations.

Minutes of December 21, 2021 Mayor and Board of Aldermen

The CONSULTANT will prepare an estimate of the length of time required to conduct the acquisition/relocation phase of the project and the ROW facilities required to accomplish the purchase. The CONSULTANT will prepare and provide MDOT with mapping which shows the required takes including an estimate of the right-of-way costs. This information will be summarized in a Relocation Report to be included in the draft environmental documentation.

2.1.4. Census Tracts and Socio-economic Data

Obtain and convert Census data for evaluation of the following characteristics of the study area:

- Population
- Household income levels
- Age
- Minorities
- Household size
- Number and type of housing units
- Employment characteristics
- Housing value and rent estimate
- Retail activity and value
- Housing and commercial vacancies

2.2. Farmlands & Government Program Properties

In accordance with the Farmland Protection Policy Act of 1984, determine if farmlands are prime, unique, statewide, or of local importance. Assess the acreage, direct and indirect potential for impacts and, through coordination with appropriate US Department of Agriculture (USDA) and Natural Resource Conservation Service (NRCS) officials, complete Form AD1006.

Coordination with USDA and NRCS, and other applicable agencies, shall determine the location of property included in the Wetland Reserve Program (WRP), Conservation Reserve Program (CRP), and other government program related conservation easements within the project's study area.

2.3. Visual Effects and Aesthetics

2.3.1. Existing Landscape

The CONSULTANT will conduct a visual inventory of the existing landscape with respect to its visual character and visual quality. Determine the view-shed and, where possible, separate the study area into smaller identifiable geographic areas (landscape units) for explanation purposes. (Throughout the public involvement process the study area's landscape units shall be continually refined)

2.3.2. Existing Visual Character

The CONSULTANT will identify the topographical features of the area. Identify the water resources and determine their type and relative visual importance to the study area. Identify the vegetative elements within the study area, and determine the type and magnitude of vegetative cover. Identify the type, magnitude and, where appropriate, the uses associated with the manmade development in the study area.

2.3.3. Existing Visual Quality

The CONSULTANT will identify visually sensitive resources. Identify the different individuals/groups with an interest in the aesthetics values and sensitive resources in the study area.

2.4. Contaminated Sites and Hazardous Materials

2.4.1. Modified Phase I Environmental Site Assessment

A modified Phase I Environmental Site Assessment (ESA) will be performed on the proposed alternative. The Site Reconnaissance will include the drive-through inspection of the designated alternative to the extent that they are accessible. The identification of hazardous, toxic, and non-hazardous waste sites will be corroborated through other sources, and the present status of these sites will be ascertained to the extent practicable.

A review of available historic maps, aerial photographs, and telephone directories will compliment, and possibly corroborate, the data obtained from the agencies and/or observed during the site investigation. Historic quadrangle maps and aerial photographs will be reviewed at the following offices, as appropriate: MS Dept. of Archives and History; MARIS, John C. Stennis Center, and USDA Natural Resources Conservation Service District Offices. Sanborn Fire Insurance Maps and telephone directories will be reviewed, as available.

Locations of sites and facilities (e.g., hazardous waste sites, solid waste sites, locations of oil and gas wells, pipelines, and other related items) will be identified on base mapping. The map will be accompanied by a table that will provide pertinent information regarding the type of facility, name of owner/operator, type of documented or potential contamination, current status, and source of discovery (e.g., agency records, Sanborn Map, field inspection, and other related items). Additional text will be provided as needed, to provide adequate information regarding specific sites. A digital file for these sites will be prepared.

2.5. Natural Features Data

2.5.1. Wetlands

The CONSULTANT will identify potential jurisdictional wetlands falling partially or wholly within the project boundaries or which may be affected by the project. Information referenced may include infrared photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soil maps, and other related items. Referenced information will not substitute for the requirement for an on-site field inspection. Therefore, fieldwork will be executed to ground-truth desktop wetland data analyses and to provide basic information for classification of wetland types as well as the extent of wetland systems(s). Wetland types will be characterized and the extent of the wetlands will be identified using the routine method set forth in the Corps of Engineer's 1987 manual and any regional supplements to Corps Delineation Manual. No formal wetland delineation and/or request for jurisdictional determination from the Corps of Engineers will be prepared. During the development of the alternative attention will be given to avoiding and minimizing impacts to wetlands, streams, and other waters. A narrative addressing the avoidance and minimization effort will be included in the documentation. A proposed mitigation plan for the unavoidable wetland and stream impacts will include, at a minimum, a quantification of the impacts for each site and a narrative on a provision for mitigating the loss.

The CONSULTANT will classify wetlands utilizing U.S. Fish and Wildlife Service's "Classification of Wetlands and Deepwater Habitats of the United States. 1979, reprinted 1992".

The CONSULTANT will identify Corps of Engineers potential jurisdictional limits on aerial photography.

The CONSULTANT will participate in one (1) field review with the Corps of Engineers, if required. The report will be included in the draft environmental documentation.

2.5.2. Other Waters and Streams

Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.

Streams with the potential for being impacted will be identified with an assessment of their physical and functional characteristics. GIS coordinates or acceptable mapping of the locations shall be provided along with a 'Best Professional Judgment' approach for potential impacts and requirement for mitigation.

Minutes of December 21, 2021 Mayor and Board of Aldermen

2.5.3. Outstanding Waters

The CONSULTANT will identify any Outstanding Waters in the project area (designated scenic or high quality streams, etc.).

2.5.4. Soils

The CONSULTANT will obtain information to generally describe the soils composition along the developed alternative using county soil survey maps and other available information from the Natural Resources Conservation Service. An effort will be made to determine/identify soils within the construction limits with potential to be problematic (i.e. soils with high percentage of sand, high volume change characteristics, etc.). Estimated right-of-way limits will take into consideration the effects of any of the problematic soils identified.

2.5.5. Floral Communities

The CONSULTANT will obtain information by field survey to describe generally the natural communities in the project area and, more specifically, to describe the area within the proposed right-of-way limits in terms of recognized vegetative community types.

2.5.6. Faunal Communities

The CONSULTANT will make note of fauna observed in the field while collecting other information. Outline what species might be expected to be found based on flora.

2.5.7. Terrain

The CONSULTANT will generally describe the morphology of the land in the project area and the underlying geology, if significant.

2.6. Threatened and Endangered Species (TES)

A survey for all TES will be performed with appropriate coordination with USF&W and MDWFP. The CONSULTANT will:

- Identify any designated critical habitat through coordination with U.S. Fish and Wildlife Service.
- Identify "suitable habitat" through contacts with Federal and State Agencies and field inspections.
- Identify known, recorded occurrences of endangered and/or threatened species by contacts and field inspection.
- Perform a concentrated field search of high probability areas.
- Assess the potential for proximity and secondary impacts.

2.7. Permit Requirements

The CONSULTANT will determine the extent, existence, and location of possible sites or actions requiring permits from one or more of the regulatory agencies with jurisdiction.

2.8. Water Quality

The CONSULTANT will collect data on the existing water quality of water bodies and local aquifers within the project area.

2.9. Noise Study

The CONSULTANT will prepare Highway Traffic Noise Studies which shall fulfill all requirements contained in 23 CFR 772, or changes thereto as they may occur, and shall be prepared in the following phases:

- Identify all existing and planned activities or land uses that may be affected by traffic noise from the proposed project. Every house, school, park, business, etc. within approximately 122 meters (400 feet) of the outside pavement edge of the proposed project shall be identified.
- Measure the existing noise levels for existing activities and developed land uses. At least 1 noise level measurement shall be made for every 15 to 20 land uses identified and for every substantial change in highway traffic.
- Determine the existing, design year no build, and design year build noise levels at each noise sensitive activity or land use identified along the proposed project using a method meeting the requirements of 23 CFR 772.
- Compare the design year predicted noise levels for the no build alternative and the build alternative at each noise sensitive activity or land use with the existing noise levels and with the noise abatement criteria levels given in Table 1 of 23 CFR 772 and make a subjective description of the noise impact at each noise sensitive activity or land use.
- Examine and evaluate alternative noise abatement measures for reducing or eliminating the noise impact on existing activities, developed lands and undeveloped lands for which development is planned.
- Identify those lengths of highway (separately for each side of the highway) and those individual land uses where noise abatement measures are not feasible and reasonable.

The CONSULTANT will prepare Noise Report Documents with a map showing the location of all identified activities and land uses with tables showing the measured and predicted noise levels at each activity and land use.

2.10. Air Quality

It has been agreed upon by MDOT and the CONSULTANT that an air quality assessment is not required for this project. Should analysis for air quality become required under the EA, the CONSULTANT and MDOT will enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.11. Cultural Resources

2.11.1. Phase I Survey

A Phase I cultural resources survey of the entire preferred alignment shall be conducted. For this scope, it is assumed that a Phase I Survey will be conducted over the area covered by the new alignment right-of-way footprints which are assumed to be 250' for the main line and less for any connector roads. The survey will be conducted under the Guidelines for Archaeological Investigations of MDOT and the Mississippi Department of Archives and History (MDAH). Crewmembers will walk transects spaced 30 m (app. 98 ft.) apart and systematically examine all areas of exposed ground. In areas where over 30% of the ground surface is covered by vegetation, they will excavate shovel tests at 30 m (app. 98 ft.) intervals along each transect. The shovel tests will be excavated to sterile subsoil or a maximum depth of 50 cm (app. 20 in.), and the fill from each test will be screened through ¼ in. hardware cloth. The alternative will be investigated for the potential for avoidance and, for unavoidable sites, a determination will be made as to whether sites are eligible or ineligible for nomination to the National Register of Historic Places (NRHP).

If archaeological sites are discovered during the survey they will be subjected to a consistent set of investigative techniques. These will include surface collecting and additional shovel testing at 5 to 10 m (app. 16 ft to 33 ft) intervals in order to identify the site's horizontal and vertical limits. Photographs, drawings, and a sketch map

Minutes of December 21, 2021 Mayor and Board of Aldermen

of each site will also be made. All sites will be evaluated to the extent possible with survey level data. Sites that require additional data will be recommended for test excavation.

Structures within 75 m (app. 246 ft) of the preferred alternate that are potentially over 50 years old will be photographed and, if possible, a sketch of their floor plan will be made. Information will also be recorded on the building materials and construction techniques used in the structure.

Upon completion of the fieldwork, all artifacts will be washed, catalogued, and analyzed according to the requirements of the MDOT and MDAH. Archaeological site forms and standing structure forms will be completed and submitted to MDOT for submittal to the MDAH. The archaeologist will make every effort to access each site and the existing structures to recommend whether or not the site/structure/land is eligible or not eligible to be included in the NRHP.

2.11.2. Phase II and III Archeology

Any NRHP test excavations (Phase II or Phase III investigations) will be considered as additional services or recovery operation and the CONSULTANT and the UNIVERSITY may enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.11.3. American Indian Coordination/Consultation

The CONSULTANT will coordinate with MDOT for the necessary services to address the requirements for consultation with the Federally-recognized Native American Tribes for potential impacts to sites deemed culturally important to their history in coordination with directives from the Federal Highway Administration.

2.11.4. Cultural Resources Survey Report

The CONSULTANT will provide a summary of the report that will be included in the reevaluation.

It has been assumed that all significant cultural resources will be avoided by the project. If some resources cannot be avoided, then it is likely that Section 106 Adverse Effect Documentation and Section 4(f) Documentation will have to be prepared along with Memorandum of Agreements. These tasks, plus the actual mitigation, are considered outside the scope of the present work. If Section 106 or 4(f) documentation is necessary to complete the environmental documentation or mitigation plans requested, then the CONSULTANT and MDOT may enter into a supplemental agreement to modify the scope of services and fee accordingly.

2.12. Secondary and Cumulative Effects

Data related to secondary and cumulative effects of the project upon social, economic, and environmental resources will be compiled through interagency coordination with due consideration to the concerns discovered during the public involvement process.

3. CORRIDOR ANALYSIS

3.1. Data Collection and Evaluation

The CONSULTANT shall collect data necessary for the development of alternative. This activity consists of collecting various types of information and materials relative to engineering evaluation within the study area. The information should include adequate data to perform a thorough evaluation of the location and design of the alternative and identify constraints.

- Periodic adjustments and updates to the data sets will be necessitated as ongoing changes to the alternative.
- Additional study areas resulting from this phase will be included in the data bank.
- Where necessary, additional survey information shall be obtained from the field in order to accurately depict, evaluate or otherwise establish alternatives for any existing features as well as the proposed alternative. Should survey beyond the scope of this study, not available from other sources, be required in order to determine the approximate footprint of the project or to evaluate potential impacts, then the CONSULTANT and the UNIVERSITY will enter into a Supplemental Agreement to modify the scope of services and budget accordingly.

3.1.1. Mapping

The CONSULTANT will obtain mapping from the MDOT and other public sources and create base maps at a minimum scale of 1" = 400' following existing roadway and 1" = 200' in urban/highly developed areas, right-of-way sensitive areas and on new alternative.

3.1.2. GIS Analysis

The CONSULTANT will develop a GIS for the project to map out and analyze the various natural, human, and cultural environmental information within the study area. The GIS will include both secondary (available from existing sources) and primary (field collected) information. The primary source information will be related to archaeological and ecological studies performed for this project. The GIS will be developed utilizing GeoMedia or in a format approved by MDOT.

3.1.2.1. Develop Project Area Environmental Inventory/Constraints

At the onset of the study, the CONSULTANT will collect secondary source data that is readily available from various Federal and State agencies. As the project continues the CONSULTANT will continue populating the GIS from the primary and secondary sources as information is made available. This primary and secondary environmental source information shall include (where applicable and if available) but not be limited to:

- Land Use Data
- Areas of Social Interest (medical facilities, schools, parks, churches, etc.)
- Residential and Community Information
- Census Information (income levels, minorities, age, etc.)
- Hazardous Waste Sites
- Water Bodies (lakes, streams, rivers, tributaries, etc.)
- Wetlands
- Unique Farmland & USDA Program Conservation Easements
- Threatened and Endangered Species / Species of Concern
- Areas of Cultural Significance
- Flood Plains and Flood Ways
- Existing Roads and Road Features
- Railroad
- Proposed Alternative
- Wildlife Refuges and Management Areas
- Wild and Scenic Rivers

3.1.2.2. GIS Alternative Impact Assessment

The CONSULTANT will use GIS to assist in determining the impacts to the various environmental features located within the project area. Revisions to the proposed alternative and the resultant impacts analysis due to alternative revisions shall be included under this task. The impacts will be presented by environmental feature for the alternative.

Minutes of December 21, 2021 Mayor and Board of Aldermen

3.1.2.3. Property Ownership

The CONSULTANT will obtain available records from the County Tax Assessors Office to identify property ownership information within the proposed alternative. Property boundaries and owner's name and address will be entered into the GIS for properties within the potential footprint of the project's proposed alternative.

3.2. Floodplain Analysis

National Flood Insurance Program (NFIP) maps and/or information developed by MDOT will be used to determine whether the alternative will encroach on the base (100-year) floodplain. Unavoidable regulated floodways in the study area will be minimally impacted, where possible. Where practicable, proposed alternatives will avoid longitudinal encroachments of floodplains and cross floodways in a near perpendicular manner. Floodplain areas within the study area will be determined and mapped, and encroachment acreage will be quantified. The discussion will identify the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. If the alternative includes a floodplain encroachment having significant impacts, a finding that it is the only practicable alternative as referenced by 23 CFR 650, Sub-part A will be presented.

Coordination with the Federal Emergency Management Agency (FEMA) and appropriate state and local agencies will be undertaken for each floodplain encroachment. Drainage areas will be reviewed and analyzed using existing plans and quadrangle maps. Major cross drain structures will be indicated on the plan/profile exhibits.

4. PUBLIC INVOLVEMENT PROGRAM

4.1. Public Hearing

The CONSULTANT will organize and promote a public hearing. The public hearing will be open house formats to allow attendees to review exhibits, discuss issues with project personnel, and provide written and verbal comments. A method (tape recorders or court reporter) will be available at the public hearing to transcribe comments that individuals may want to give verbally.

The CONSULTANT will send special letters of invitation to public officials, elected officials and other key stakeholders giving notification of the public hearing. The CONSULTANT will prepare the letter(s) and submit to the UNIVERSITY for distribution. The CONSULTANT will assist MDOT in the preparation of appropriate print advertisements and notices for use in announcing the meetings in the media. The CONSULTANT will assist MDOT in assuring that the advertisements for the public meeting are placed in suitable media, distributed locally, or by other means to reach as broad a spectrum of the community in the study area as possible.

The CONSULTANT will prepare name-tags, sign-in sheets and comment cards for the public hearing. The CONSULTANT will prepare the exhibits and handouts for the public hearing according to MDOT standards. The CONSULTANT will also provide light refreshments at the public hearing.

The CONSULTANT will provide summary documentation following the public hearing within ten (10) days following the close of the comment period.

5. ENVIRONMENTAL ASSESSMENT & FINDING OF NO SIGNIFICANT IMPACT

5.1. Studies and Text Preparation

5.1.1. Cover sheet

5.1.2. Summary

5.1.3. Table of Contents

5.1.4. Purpose of and Need for Action

Per MDOT direction, the CONSULTANT shall develop the Draft Purpose and Need using capacity, safety, legislative directive, economic developed/planned growth, modal relationships, system linkage, and roadway deficiencies as guidance. In accordance with the provisions of SAFETEA-LU, the Purpose and Need will be finalized as the study progresses and after opportunities for public/ agency input. The Purpose and Need will be coordinated with MDOT for review and approval.

5.1.4.1. Capacity

The CONSULTANT will develop and discuss the capacity of the existing system, the present level of service, and any deficiencies of the system in serving the motoring public. Include a discussion on the future level of service of the system once the proposed project is completed and how this action will affect traffic capacity throughout the network.

5.1.4.2. Safety

The CONSULTANT will summarize and discuss data on accidents that have occurred in the study area. Prepare a table to illustrate accident types, frequency, percentage increase or decrease over a period of time, and the rate of accidents when compared with the statewide average for similar facilities.

The CONSULTANT will develop and discuss existing roadway deficiencies and how the proposed project may correct or improve upon existing conditions.

5.1.4.3. Mobility

The CONSULTANT will develop and discuss how the proposed project fits into the existing and future transportation system and what the contribution of the proposed action will be towards developing a sound transportation network. Also discuss how the proposed project will meet the essential needs of the system and the state.

The CONSULTANT will develop and discuss the relationship of the proposed project to State, County, and urban transportation plans. Document that the proposed project is being developed with local input and is consistent with local goal-attainment policies.

The CONSULTANT will prepare a brief history of how local, State, and Federal governmental plans support the proposed project.

The CONSULTANT will develop and discuss the types of social and economic traffic generators, both existing and future, which exert travel demands on the proposed project. Prepare a map (exhibit) which identifies these generators in relation to the proposed project. A listing of existing and future development in the corridor will also be provided to increase understanding of growth potential.

The CONSULTANT will prepare a discussion concerning the different types of transportation modes that interface with the proposed project and establish how the proposed project will complement these modes.

5.1.5. Study Alternative

The CONSULTANT will incorporate the materials prepared under previous Tasks in order to quantify impacts.

Minutes of December 21, 2021 Mayor and Board of Aldermen

5.1.5.1. Affected Environment

The Affected Environment section will provide a concise description of the existing social, economic, and environmental setting of the area affected by the proposed action. The description will be general in nature and address the entire project alternative.

Environmentally sensitive areas and natural and community features will be identified and discussed. However, this section will not, for security against vandalism, identify the specific locations of archaeological and threatened and endangered species sites and data.

The Affected Environment section will focus on significant community and environmental issues and values. Photographs, illustrations, and other graphics, in conjunction with narrative will be used to enhance the reader's understanding of the area. If there are other federal actions or activities taking place or proposed to take place in the area, then these will be identified and their interrelationships discussed. An effort shall be made to identify context sensitive aspects within the study area and then to collaborate these issues during the development of alternative with the community. The 'Build' Alternative shall strive to minimally disrupt the community and add lasting value to the community.

5.1.5.2. Environmental Consequences

The CONSULTANT will prepare graphics and write text portions which evaluate the environmental impacts which could result. Include, when appropriate, the following graphics:

- Existing and future land use
- Noise analysis receptor sites, location map
- Wetland site location map
- Base floodplain location map
- Analysis of build alternative will be made. Among the items to be considered are social, economic, historic, cultural, recreational, archaeological, noise, air, hazardous materials, wetlands, floodplains, farmland, endangered or threatened species and/or their habitat.
- Proposed conceptual mitigation measures will be developed by the CONSULTANT to reduce or alleviate impacts. The MDOT's Standard Specifications cover many impact situations and will be referenced as appropriate. Other appropriate mitigation measures not covered by the Standard Specifications will be developed by the CONSULTANT to handle those areas of special concern including but not limited to wetlands, wildlife habitat, aesthetics, noise, historical and archaeological sites, and tourism impacts.
- Proposed conceptual mitigation will be coordinated with the MDOT prior to consultation with other agencies.
- Include discussion of potential impacts and proposed mitigation measures for the following areas of interest.

5.1.5.3. Land Use

The CONSULTANT will evaluate the project's relationship to and probable effects upon growth trends and land use in both the immediate area and a potential larger sphere of influence of the project, distinguishing between anticipated impacts due to the project and changes which would take place irrespective of the project.

5.1.5.4. Farmlands & Conservation Easements

The CONSULTANT will evaluate impacts to farmlands in accordance with provisions of the Farmland Protection Policy Act. Avoidance and minimization for the use of farmland shall be evaluated in the preparation of the alternative. The Farmland Conversion Impact Rating form shall be coordinated with NRCS. The CONSULTANT will coordinate with USDA & NRCS to locate all WRP & CRP properties in the study area.

5.1.5.5. Social, Relocation, and Economic Impacts

- Discuss impacts on community service facilities both directly (relocation) and indirectly.
- Discuss impacts on the community and neighborhoods, economically and socially.
- Summarize relocation costs.
- Discuss potential relocation problems.
- Approximate right-of-way costs.
- Discuss Environmental Justice.

5.1.5.6. Air Quality Impact (qualitative discussion per Tasks 2 and 3)

5.1.5.7. Noise Impact – Prepare a qualitative discussion per Tasks 2 and 3 for the potential noise impacts to receptors for the alternative.

5.1.5.8. Water Quality

The CONSULTANT will evaluate potential water quality impacts resulting from construction and operation of the facility, such as sedimentation, nutrient loading, toxic substances, etc. Identify any Clean Water Act 303(d) impaired water bodies that could be affected by the proposed transportation improvements. Evaluate and coordinate potential involvement with any local aquifer system. The CONSULTANT will develop conceptual mitigation measures for any significant water quality impacts.

5.1.5.9. Permits

Identify potential permit activities.

5.1.5.10. Wetlands and Streams

The CONSULTANT will perform an assessment of the measures and considerations taken for avoidance and minimization in developing the alternative. The CONSULTANT will quantify and assess impacts to Corps of Engineers jurisdictional wetlands as mapped on aerial photography, and substantiate proper "sequencing" according to Section 404(b) (1) Guidelines. The CONSULTANT will evaluate and quantify effects upon wetland and stream functions and values. The EA will include a "Wetlands Finding" providing a preliminary proposal on mitigation for unavoidable wetland and stream impacts. MDOT will designate proposed mitigation banks for wetland or stream mitigation.

5.1.5.11. Impacts to Natural Biota, Water Bodies, Wild and Scenic Rivers, and High Quality Streams

- Evaluate effects of the alternative on the floral and faunal communities.
- Determine the significance of identified impacts.
- Items of special or local interest will be noted and evaluated within the context of the project (for example large trees, unique habitat, high quality waters of the US, wildlife corridors, etc.).
- Identify the location and extent of water body modifications.

Minutes of December 21, 2021 Mayor and Board of Aldermen

5.1.5.12. Floodplain and Floodway

The CONSULTANT will summarize and incorporate information prepared under Task 3 for the proposed alternative.

5.1.5.13. Threatened and Endangered Species

The CONSULTANT will develop and incorporate a summary of the threatened and endangered species information collected and analyzed under Tasks 2 and 3.

5.1.5.14. Archaeological/Historical Impacts

The CONSULTANT will summarize and incorporate the information prepared under Task 2 and 3 with copies provided for distribution to MDAH and appropriate Federally-recognized American Indian Tribes.

5.1.5.15. Hazardous Materials

The CONSULTANT will summarize and incorporate the findings and quantification of potential impacts for the build alternative based on the information prepared under Task 2 and 3.

5.1.5.16. Visual Impacts

The CONSULTANT will develop and incorporate a summary of the visual impacts for the build alternative based on the potential sites and other features identified and analyzed under Tasks 2 and 3.

5.1.5.17. Energy

The CONSULTANT will develop and incorporate a discussion in general terms of the construction and operational energy requirements and conservation potential of alternative under consideration.

5.1.5.18. Construction Impacts

The CONSULTANT will develop and incorporate a discussion of any anticipated impacts related to the construction of the proposed project such as:

- Air quality impacts related to open burning and dust control;
- Noise impacts related to construction activities;
- Water quality impacts related to erosion control, sedimentation, and turbidity reduction;
- Traffic maintenance and detour routing;
- Maintenance of access to businesses and residences;
- Safety considerations;
- Public involvement and community interaction to ease disruptive effects;

5.1.5.19. 4(f)/6(f) Lands

MDOT does not anticipate that the project study will require the involvement of any significant historical or archaeological sites that would require a Section 4(f) evaluation. If, however, this work is deemed necessary, the UNIVERSITY may negotiate a Supplement Agreement to complete this work.

5.1.5.20. Secondary and Cumulative Effects

The CONSULTANT will develop and incorporate a discussion of the potential for secondary and cumulative effects upon the social, economic, and environmental resources.

5.1.5.21. Comments and Coordination

The CONSULTANT will provide documentation of coordination effort with the public, communities and businesses, elected officials, Native Americans, regulatory agencies, and other stakeholders. A list of agencies, organizations and persons to whom copies of the environmental document were provided will be included.

5.1.5.22. Appendices

As required for a clear understanding and justification, appendices will be prepared to present technical discussions, studies, memorandums, etc.

5.1.5.23. Exhibits

Drawings deemed necessary as a result of environmental studies and assessment of alternative will be produced. Plan views of the alternative will be presented.

5.1.5.24. Tables

When necessary or appropriate, data will be presented in tabular form to facilitate comparisons or presentation of large data sets.

5.2. Coordination and Draft Document Preparation

5.2.1. Meetings

The CONSULTANT will coordinate and participate in the public hearing as provided for in the Public Involvement Program, Task 4.

5.2.2. Project Team Review

The CONSULTANT shall attend a review meeting to be held by the MDOT. The purpose of the review is for the CONSULTANT to receive comments from the MDOT and the FHWA regarding the format and content of the Pre-Draft.

5.2.3. Submit Pre-Draft EA (layout and copying).

The CONSULTANT will prepare and submit to MDOT one (1) electronic copy of the Pre-Draft EA for review.

5.2.4. Submit the Preliminary EA

The Pre-Draft EA shall be revised, reflecting those comments obtained from the Project Team's Review. One (1) electronic copy of the Draft EA will be submitted to the MDOT for review and approval by the MDOT and the FHWA prior to printing. The CONSULTANT should anticipate comments only on new material, on previous comments that might not have been addressed fully, or on text changes necessitated by a change in a part of the text previously unaddressed. The CONSULTANT then will prepare and submit fifteen (15) hard copies with the appendices on a jump drive and one (1) electronic copy of the completed Preliminary EA to the MDOT for distribution for the public hearing.

5.3. Prepare the Final Environmental Assessment (EA)

Following the Public Hearing, in consultation with FHWA and the Cooperating Agencies, the CONSULTANT will prepare the final environmental document.

Minutes of December 21, 2021 Mayor and Board of Aldermen

5.3.1. Alternative Selection

Address the engineering and environmental issues raised at the public hearing and subsequent reviews by FHWA and the Participating Agencies. This action is an important part of the study process and shall involve appropriate staff personnel studying & evaluating the suggestions received as a result of the hearing. This will be done in coordination with the MDOT.

5.3.2. Documentation for the Selected Alternative

The CONSULTANT will revise the draft environmental document to discuss changes to the selected alternative in response to agency and public hearing comments.

The CONSULTANT will add to the final document a Commitment and Recommendation Section that describes commitment and recommendation measures by MDOT to minimize harm to the environment during final design and construction of the project. Provide a detailed Mitigation Plan with comments and responses from state and federal agencies having jurisdiction or an interest in the potential adverse effects of the proposal.

The CONSULTANT will review draft impacts section and revise to reflect preferred/selected alternate and pertinent comments received. Prepare a summary of any final agency comments including a summary/resolution of any other outstanding issues and, where applicable, a discussion of results of any informal endangered species consultation with the U.S. Fish and Wildlife Service.

The CONSULTANT will review and revise as necessary the Comments and Coordination section to reflect public hearing and general comments received.

5.3.3. Document (EA - FONSI)

The CONSULTANT shall submit the following Draft EA Documents to MDOT: one (1) electronic copy for MDOT to provide comments and three (3) hard copies with Appendices on a disc after MDOT comments have been incorporated. The CONSULTANT shall submit the following Final EA Documents to MDOT: one (1) electronic copy for MDOT to provide comments and five (5) hard copies with Appendices on a disc after MDOT comments have been incorporated.

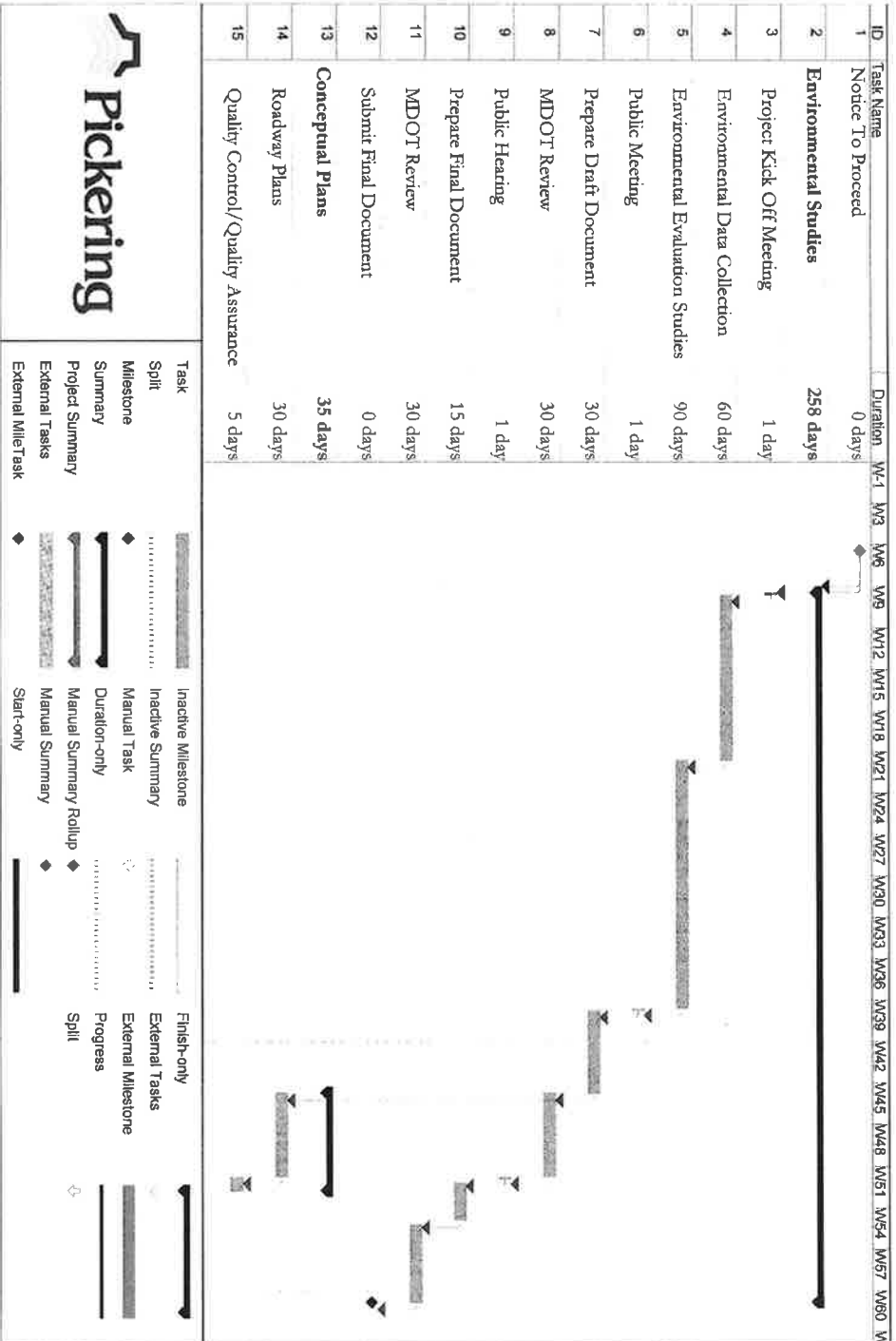
Conceptual Plans

The CONSULTANT shall prepare conceptual roadway plans for the preferred alignment to include the following, where applicable: Title Sheet, typical sections, plan-profile sheets, conceptual traffic control sheets, layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

The CONSULTANT will investigate all local roads within the project limits to determine if realignments are necessary. Factors which may dictate realignments include, but are not limited to, angle of intersection, sight distance, crossover locations, and offset intersections.

Minutes of December 21, 2021
Mayor and Board of Aldermen

ESTIMATED PROJECT SCHEDULE
PROJECT NO. STP-9074-00(002) LPA/108517-711000
HARRISON COUNTY



Minutes of December 21, 2021 Mayor and Board of Aldermen

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$190,057.59 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

Minutes of December 21, 2021 Mayor and Board of Aldermen

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$18,274.70, 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 \$190,057.59 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$152,450.09	\$10,338.00	\$18,274.70	\$8,994.80	\$190,057.59

Minutes of December 21, 2021
Mayor and Board of Aldermen

EXHIBIT 4
SAMPLE CSU-001 - COST PLUS FIXED FEE

LPA-CSU-001 For LPA's

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - REC-AP SHEET

Date Processed: January 0, 1900
 Vendor Number: 3100000000
 Project No: 0
 In Account With: CS 000000
 Contract Number: 0
 Est. No: 0
 County: MDOT
 Project Number: 0
 Address: 0
 Survey Period: January 0, 1900 - THRU January 0, 1900
 P. O. No. 3941
 Invoice Number: 0
 Sheet No: 1
 Document No

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User 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
Total Net Work Due						0.00	0.00	0.00
Quantities Checked								
Original Signed								
C00000000								
LPA Official								
0								
Approved By	Consultant Services Unit Engineer - Scot Elmgort, P. E.			NTP Date		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)		
				January 0, 1900				
				Termination Date				
				January 0, 1900				
% Matching Funds Deduction for LPA	001	00000	0	0	0	0.00	0.00	0.00
	0.000000%					0.00	0.00	0.00
TOTAL Net Amount Owed to the LPA						0.00	0.00	0.00

THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA ANNUAL FOR PAYMENT

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

Minutes of December 21, 2021
 Mayor and Board of Aldermen

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION
ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

Minutes of December 21, 2021 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.

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 (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

Minutes of December 21, 2021 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 2nd day of December, 2021.

PICKERING FIRM, INC.


Rick Ferguson, P.E.

ATTEST:



My Commission Expires


Notary

EXHIBIT 7

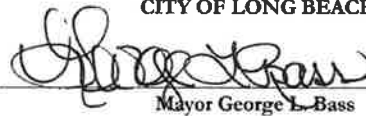
CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 21 day of December, 2021

CITY OF LONG BEACH



Mayor George L. Bass

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

EXHIBIT 8

{Intentionally Left Blank}

Minutes of December 21, 2021 Mayor and Board of Aldermen

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

132238

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: *Rick Ferguson* 12/2/21
Authorized Officer of Agent Date

Rick Ferguson Principal
Printed Name of Authorized Officer of Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 2nd day of December, 2021.



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

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Beatline Parkway Phase I Environmental Study
City of Long Beach
Project Number STP-9074-00(002)LPA/108517-711000
Pickering Firm, Inc.
12/2/2021

Task	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Project Activation	19	\$0.00	\$927.50	\$1,797.54	\$2.85	\$2,697.89	\$196.00	\$123.40	\$3,217.29
Environmental Studies	1,132	\$0.00	\$43,739.00	\$81,355.41	\$134.28	\$127,226.69	\$9,725.00	\$15,251.00	\$152,202.78
Subconsultant TerraXplorations, Inc.		\$8,994.80							\$8,994.80
Conceptual Design	176	\$0.00	\$7,744.00	\$14,757.74	\$23.77	\$22,525.51	\$417.00	\$2,700.21	\$25,642.72
Total	1,327	\$8,994.80	\$52,410.50	\$99,878.69	\$160.90	\$152,450.09	\$10,338.00	\$18,274.70	\$190,057.59

Grand Total \$190,057.59

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Project Activation

**Beatline Parkway Phase I Environmental Study
City of Long Beach
Project Number STP-9074-00(002)LPA/108517-711000
Pickering Firm, Inc.
12/2/2021**

MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Project Activation						
LPA 100			1			1
LPA 700/800			1			1
Pre-Design Conference	8		8			16
QA/QC Project Activation	1					1
Total Hours	9	0	10	0	0	19
Raw Labor Rates	\$57.50	\$57.50	\$41.00	\$35.00	\$27.00	
Labor Cost	\$517.50	\$0.00	\$410.00	\$0.00	\$0.00	\$927.50
		Overhead	%	19.15%		\$1,767.54
		Fixed Fee	%	12.00%		\$323.40
		FCCM Overhead	%	0.30%		\$2.85
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
Prints		Each	\$0.25	\$0.00		
Mileage	350	Miles	\$0.56	\$196.00		
¹ See State Travel Handbook						
Total Direct Costs:						\$196.00
Prime Total						\$3,217.29

Environmental Studies

**Beatline Parkway Phase I Environmental Study
City of Long Beach
Project Number STP-9074-00(002)LPA/108517-711000
Pickering Firm, Inc.
12/2/2021**

MDOT Process Item Description	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Engineer Intern	Total Hours
Environmental Assessment						
Environmental Reconnaissance	16	32	96			144
Land Use Impacts		2	4			6
Farmland Impacts		2	4			6
Social Impacts	4	4	16			24
Relocation Impacts	2	8	16			26
Economic Impacts		4	8			12
Joint Development		2	4			6
Considerations Relating To Pedestrians And Bicyclists		2	8			10
Air Quality Impacts		2	8			10
Noise Impacts	8	12	80			100
Water Quality Impacts	4	8	16			28
Permits	8	2	8			18
Wetland/Stream Impacts	8	12	32			52
Water Body Modification And Wildlife Impacts	8	4	24			36
Floodplain Impacts		2	8			10
Wild & Scenic Rivers						0
Coastal Pacifics		2	8			10
Coastal Zone Impacts		2	8			10
Threatened Or Endangered Species	2	4	16			22
Historic And Archaeological Preservation/4(E) Lands	2					2
Hazardous Waste Sites	8	20	30			58
Visual Impacts		2	4			6
Energy		2	4			6
Construction Impacts		2	8			10
Environmental Justice Impacts	2	4	8			14
Environmental Document						

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Environmental Studies							
Beatline Parkway Phase I Environmental Study							
City of Long Beach							
Project Number STP-9074-00(002)LPA/108517-711000							
Pickering Firm, Inc.							
12/2/2021							
Draft Document	16	32	96			144	
Public Meeting	24	16	40			80	
Public Involvement	24	16	40			80	
Public Hearing	24	16	40			80	
Final Document	16	24	56			96	
QA/QC Environmental Studies	2	8	16			26	
Total Hours	178	248	706	0	0	1,132	
Raw Labor Rates	\$37.50	\$44.00	\$32.00	\$30.00	\$27.50		
Labor Cost	\$10,235.00	\$10,912.00	\$22,592.00	\$0.00	\$0.00	\$43,739.00	
		Overhead	%	180.57%		\$83,353.41	
		Fixed Fee	%	12.00%		\$15,251.09	
		FCCM Overhead	%	0.307%		\$134.28	
Direct Costs:	Quantity	Unit	Unit Price¹	Amount			
Prints	500	Each	\$0.25	\$125.00			
Mileage	7,000	Miles	\$0.56	\$3,920.00			
Meals	40	Days	\$46.00	\$1,840.00			
Lodging	40	Days	\$96.00	\$3,840.00			
		¹ See State Travel Handbook					
		Total Direct Costs:				\$9,725.00	
		Prime Total				\$152,202.78	

Conceptual Design						
Beatline Parkway Phase I Environmental Study						
City of Long Beach						
Project Number STP-9074-00(002)LPA/108517-711000						
Pickering Firm, Inc.						
12/2/2021						
M/DOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Conceptual Design						
Plan And Profile Sheets						
Create Sheets			40			40
Horizontal Alignment Design						
Mainline			16			16
Establish Pavement And Shoulder Edge Lines			16			16
Vertical Alignment Design						
Mainline			16			16
3D Model						
Create 3D Model For Mainline			24			24
Traffic Control Plan						
Evaluate Construction Phasing			8			8
TCP Sheets			4			4
TCP Typical Sections			4			4
Miscellaneous Sheets						
Special Design Sheets			8			8
Conceptual Permanent Striping			8			8
QA/QC Conceptual Design		16				16
Project Management	16					16
Total Hours	16	16	144	0	0	176
Raw Labor Rates	\$57.50	\$57.50	\$41.00	\$35.00	\$27.00	
Labor Cost	\$920.00	\$920.00	\$5,904.00	\$0.00	\$0.00	\$7,744.00
		Overhead	%	180.57%		\$14,757.74
		Fixed Fee	%	12.00%		\$2,700.21
		FCCM Overhead	%	0.307%		\$23.77

Conceptual Design						
Beatline Parkway Phase I Environmental Study						
City of Long Beach						
Project Number STP-9074-00(002)LPA/108517-711000						
Pickering Firm, Inc.						
12/2/2021						
M/DOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Direct Costs:						
Prints		Quantity	Unit	Unit Price ¹	Amount	
		100	Each	\$0.25	\$25.00	
		700	Miles	\$0.56	\$392.00	
		¹ See State Travel Handbook				
		Total Direct Costs:				\$417.00
		Prime Total				\$25,642.72

Minutes of December 21, 2021
Mayor and Board of Aldermen

Environmental Subconsultant Beatrice Parkway Phase I Environmental Study City of Long Beach Project Number STR-9074-00(002)LPA/108517-711000 TerraXplorations, Inc. 12/2/2021							
MDOT Process Item Description	Principal	Draftsman	Archaeological Technician	Lab Technician	Lab Director	Technical Writer	Total Hours
Cultural Resources							
Historic And Archaeological Preservation/4(f) Lands	24	16	48	24	16	60	188
Total Hours	24	16	48	24	16	60	188
Rate of Pay	\$69.03	\$35.32	\$27.89	\$25.75	\$27.89	\$40.90	
Total Cost	\$1,656.72	\$565.12	\$1,338.72	\$618.00	\$446.24	\$2,454.00	\$7,078.80
Direct Costs: Quantity Unit Unit Price ¹ Amount Mileage 425 Miles \$0.56 \$238.00 Meals 9 Days \$46.00 \$414.00 Lodging 9 Days \$96.00 \$864.00 Curation Fee 1 Each \$400.00 \$400.00 <small>* See State Travel Handbook</small>							
Total Direct Costs:							\$1,916.00
Prime Total							\$8,994.80

BILLING RATE TABLE
TerraXplorations, Inc.

Home Overhead Rate	<u>66.020%</u>
FCCM (Home)	<u>0.000%</u>
Profit	<u>12.00%</u>

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 37.12	\$ 24.51	\$ -	\$ 7.40	\$ 69.03
Draftsman	\$ 19.00	\$ 12.54	\$ -	\$ 3.78	\$ 35.32
Archaeological Technician	\$ 15.00	\$ 9.90	\$ -	\$ 2.99	\$ 27.89
Lab Technician	\$ 13.85	\$ 9.14	\$ -	\$ 2.76	\$ 25.75
Lab Director	\$ 15.00	\$ 9.90	\$ -	\$ 2.99	\$ 27.89
Technical Writer	\$ 22.00	\$ 14.52	\$ -	\$ 4.38	\$ 40.90

Minutes of December 21, 2021
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Parker to approve the following Contract with Pickering Firm for Engineering Services on the Mt. Bass Drainage HMGP project, and authorize the Mayor to execute same. Upon roll call vote, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Nay
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Absent, not voting
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The Motion having received the affirmative vote of a majority of the members present and voting, the Mayor declared the motion carried.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

The City of Long Beach ("Owner")

and

Pickering Firm, Inc. ("Engineer").

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

Mt Bass Drainage (HMGP #4429-0009) ("Project").

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

See Appendix I, Scope

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **180 Calendar Days**. If the actual time to complete construction exceeds the number of months indicated (either separately or individual times added together in a single project), then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of

Minutes of December 21, 2021 Mayor and Board of Aldermen

receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

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

1. For cause,

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

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

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

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

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

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

369

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

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

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

Survey - A Lump Sum amount of \$15,000.00.

Wetland Delineation - A Lump Sum amount of \$5,000.00.

Wetland Permitting Assistance - A Lump Sum amount of \$7,800.00.

Engineering Design - A Lump Sum amount of \$18,000.00.

Construction Stormwater Permitting - A Lump Sum amount of \$5,000.00.

Bid Phase Services - A Lump Sum amount of \$5,000.00.

Construction Engineering/Inspection Services - A Lump Sum amount of \$20,000.00.

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

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

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

Fees listed under "Bid Phase Services" and "Construction Engineering/Inspection" assume that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Minutes of December 21, 2021
Mayor and Board of Aldermen

Attachments:

Appendix 1, Scope

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

OWNER:
By: [Signature]
Title: Mayor
Date Signed: 12-22-21

ENGINEER:
By: [Signature]
Title: Associate Principal Owner
Date Signed: 12/09/2021

Engineer License or Firm's Certificate
Number: 26030

State of: Mississippi

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

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



This is **Appendix 1, Scope**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Scope of Work

General Project Description

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

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

Task 1 – Survey (\$15,000.00)

We will perform boundary and topographic surveying using a combination of traditional surveying methods, GPS, and aerial lidar surveying. We will determine boundary lines and right of way lines in the areas of proposed improvements as well as showing any easements that are depicted on the subdivision plats of the surveyed areas. We will also show existing storm drainage features along with pipe sizes and invert information. Observed evidence of utilities, markings by MS One Call representatives, and information provided by the utility companies will be combined to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately and completely depicted. In addition, in some jurisdictions, 811 utility locate requests from surveyors may be ignored or result in an incomplete response. Where more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

Minutes of December 21, 2021 Mayor and Board of Aldermen

Task 2 – Wetland Delineation (\$5,000.00)

1. Mobilization to the site;
2. Traversal of the project site and review area and immediate surrounding areas;
3. Establishment of representative sampling stations;

4. Observation and identification of vegetation, soils, and hydrologic conditions at each sampling station;
5. Recording of field data including photographs of site conditions and sampling stations;
6. Identification of portions of the site qualifying as potential “waters of the U.S.”, if present;
7. Locating, flagging, and mapping of wetland boundaries, if present;
8. Mapping of the sampling stations and potential wetland boundaries using a mobile GPS unit capable of sub-meter accuracy.

Upon completion of the field activities, we will submit our request for a Jurisdictional Determination (JD) from the U.S. Army Corps of Engineers, Mobile District. For reporting purposes, we will provide wetland area breakdowns based on parcel designations provided by the Client. This Scope of Work will be guided by Section 404 of the Clean Water Act.

Task 3 – Wetland Permitting Assistance (\$7,800.00)

1. Obtain and review any Environmental Assessments or other environmental studies that have been conducted in the project area.
2. Provide a written report documenting potential impacts to wetlands and “other waters of the U.S.”
3. Solicit written correspondence from Federal, State, and Local resource agencies, as necessary, regarding proposed project.
4. Consult with the US Army Corps of Engineers, Department of Marine Resources, the Mississippi Department of Environmental Quality, and the US Fish and Wildlife Service.
5. Submit a Section 10/Section 404 Joint Permit Application and Notification to the Department of Marine Resources and the US Army Corps of Engineers.
6. Provide permitting assistance, as required, to obtain the necessary permits for the construction phase of the project.

ADDITIONAL SERVICES

The following is specifically excluded from the aforementioned Scope of Work for this task order. However, these items can be provided if necessary, with a revision to the Scope of Work and fees. If the Client requests that any of these services be performed by the Consultant, then the Client will pay the Consultant for these authorized additional services on the basis of a negotiated lump sum fee or on the basis of the hourly rates plus reimbursable expenses.

Minutes of December 21, 2021
Mayor and Board of Aldermen

373

1. Mitigation Plan
 - a. Wetland mitigation assessment and planning for "other waters of the U.S." are not included in this proposal
 - b. Wetland Acreage/Stream mitigation credits to be purchased are unknown at this time
2. A cultural resources survey and threatened and endangered species survey could be required by the US Army Corps of Engineers prior to Section 404 permit authorization.

Task 4 – Engineering Design (\$18,000.00)

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

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

Task 5 - Construction Stormwater Permitting (\$5,000.00)

Pickering will prepare Erosion and Sediment Control plans and a written narrative describing best management practices to minimize downstream deposition of soils and Appendix 1, Scope other construction debris. These documents will be prepared and/or submitted to the State of Mississippi's Department of Environmental Quality as required.

Minutes of December 21, 2021 Mayor and Board of Aldermen

Task 6 – Bid Phase Services (\$5,000.00)

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

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

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

Task 7 –Construction Engineering and Inspection (\$20,000.00)

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

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

Appendix 2, Scope
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
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Page 4

Minutes of December 21, 2021
Mayor and Board of Aldermen

375

Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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

Appendix 2, Scope

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Page 5

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

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

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

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's

Minutes of December 21, 2021 Mayor and Board of Aldermen

review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

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

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

Duration of Construction Phase: This contract assumes a contract time of **180 Calendar Days**. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at

different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

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

Resident Project Representative

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

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

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

Minutes of December 21, 2021 Mayor and Board of Aldermen

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the

requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

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

10. *Records:*

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Appendix 2, Scope
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Page 13

Minutes of December 21, 2021 Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following Change Order No. 2 with Bottom 2 Top for the Joyce Basin Drainage HMGP project:



December 6, 2021

Kini A. Gonsoulin
Finance Officer
Deputy City Clerk
City of Long Beach
200 Jeff Davis Avenue
Long Beach, Mississippi 39560

Re: Joyce Basin Drainage; Change Order No. 2

Kini –

Discussions were held on site to address concerns about existing utility conflicts needed to complete the project. These conflicts consist of 6 sanitary sewer services on Rita Lane and Joyce Avenue, as well as a water main on Rita Lane. Also, it was discussed adding additional Riprap around the headwall at the outfall to provide more bank stabilization.

There will need to be 6 additional conflict boxes for Sanitary Sewer Conflicts. After discussion of attempting to lower the sewer service lines or switching to arch pipe, it was determined that conflict boxes would be the best solution. Bottom 2 Top will do this work with their agreed upon unit prices. The total increase for contract bid items is \$22,703.17.

This change order also included the added riprap around the headwall at the outfall. Adding another 23 square yards of riprap to further stabilize the soil and banks. Bottom 2 Top has agreed to do this work with their agreed upon unit price of \$91.78 per square yard. The total increase for the contract price would be \$2,110.94.

Water main adjustment was also discussed and it was determined that a water main would need to be lowered in one spot near structure 7A to complete the work. We have since contacted Long Beach public works to complete this work. This will be done at a cost of \$2,715.40, which would be the addition to the contract for this work.

The total additional increase to the contract for the above items is \$28,657.51. This brings the total contract amount to \$904,904.03. This is still within the funding amount of \$1,053,950.00.

To complete the additional work 15 additional calendar days are being requested. This would extend the contract date from March 12, 2022 to March 28, 2022.

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
126 Rue Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX: 228.432.5928 • www.pickeringfirm.com

Kini A. Gonsoulin
Joyce Basin Drainage; Change Order 2
11/30/2021
Page 2 of 2

Attached to this letter, please find a copy of the change order document and a breakdown of the costs associated with this change order. Pickering recommends approval of Change Order No. 2 to Bottom 2 Top in the additive amount of \$28,657.51 and addition of 15 calendar days.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.

Cara Wagner, PE
Associate Principal Owner
Senior Civil Engineer

Minutes of December 21, 2021 Mayor and Board of Aldermen



Change Order No. 2

Date of Issuance: 12/02/2021	Effective Date: Date of full execution below
Owner: City of Long Beach	Owner's Contract No.: HMGP No. 4429-0006
Contractor: Bottom 2 Top	Contractor's Project No.: 215
Engineer: Pickering Firm	Engineer's Project No.: 25739.00
Project: Joyce Basin Drainage	Contract Name: Joyce Basin Drainage

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

Description:

1. Water main adjustment around storm drain pipe near structure 7A
2. Removal and Replacement of Structure 26A missed on survey across from structure 26 on Rita Ln.
3. Addition of 6 conflict boxes for Sanitary Sewer service conflicts with Storm Drain Pipe.
4. Adding 23 SY of Riprap around headwall at the outfall into pond.

Attachments: *Cost Breakdown*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>691,110.52</u>	Original Contract Times: Substantial Completion: <u>150 calendar days (2/10/2022)</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>185,136.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>30 calendar days (3/12/2022)</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>876,246.52</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180 calendar days (3/12/2022)</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>28,657.51</u>	Increase of this Change Order: Substantial Completion: <u>15 calendar days (3/28/2022)</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>904,904.03</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>195 calendar days (3/28/2022)</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: By: _____ Engineer (if required)	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Associate Principal</u>	Title: <u>Mayor</u>	Title: <u>Estimator</u>
Date: <u>12/02/2021</u>	Date: <u>12/22/21</u>	Date: <u>12/2/21</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Long Beach, MS

**JOYCE BASIN DRAINAGE
CHANGE ORDER NO. 2
COST BREAKDOWN**

**CHANGE ORDER NO. 2
Bottom 2 Top**

Justification:

1. One water main adjustments around storm drain pipe
2. Removal and Replacement of Structure 26A & 30 LF of pipe missed on survey across from structure 26 on Rita Ln.
3. Addition of 6 conflict boxes for Sanitary Sewer Service conflicts.
4. Adding 23 SY of Rip Rap around headwall at the outfall.

Increase to Contract Bid Items:

Item No.	Quantity	Unit	Description	Unit Price	Amount of Increase
02050-F	1	EA	Removal of Drainage Structures	\$ 350.00	\$350.00
02050-G	30	LF	Removal of Drainage Pipes (30" and Smaller)	\$ 12.00	\$360.00
02721-A	12.4	CY	Structural Concrete	\$ 780.32	\$9,675.97
02721-B	2064	LB	Castings	\$ 3.10	\$6,398.40
02722-B	30	LF	18" RCP	\$ 37.60	\$1,128.00
02730-A	60	LF	8" Ductile Iron Sewer Pipe	\$ 85.68	\$5,140.80
02752-A	23	SY	Riprap	\$ 91.78	\$2,110.94

The Total Increase For Contract Bid Items: \$24,814.11

The Following New Bid Item Shall Be Added To The Contract:

Item No.	Quantity	Unit	Description	Unit Price	Amount of Addition
CO2-1	1	EA	Water Main Adjustment	\$2,715.40	\$2,715.40

The Total Increase For New Bid Items: \$2,715.40

The Total Increase To The Original Contract Amount Is: \$28,657.51

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

It came on for discussion Tree Removal – Covington Engineering; Expansion of Drainage Canal #1, whereupon Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Tree Removal Application submitted by Covington Civil & Environmental:



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 fax
APPLICATION FOR TREE PERMIT

Date Received	_____
Zoning	_____
Agenda Date	_____
Check Number	_____

(Initial on the line that you've read each)

TR Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

TR Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

TR Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 7/14/2021

PROPERTY INFORMATION

TAX PARCEL: Canal 1 Drainage Easement
(Common Pl 131 Esby Ave)
Address of Property Involved: _____

Property owner name: Long Beach Water Management District
Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: P.O. Box 200 W Gulfport, MS 39502
Phone No. (228) 368-1111

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Covington Civil and Environmental
Phone No. 228-396-0886 Fax: _____
Name: Tabor Kraft
Address: 2510 Hwy 54 Suite 1010, Gulfport MS 39501

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:
(use separate sheet if needed)

Expansion of major drainage canal (Canal 1)

Number of Trees:
121 Live Oak 15 Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Signature: Tabor Kraft Date: 7/14/21

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

TR TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

TR PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

TR OWNERSHIP: Please provide a recorded warranty deed.

TR PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

TR REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

TR MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

The complete Application Package is on file in the City Clerk's Office.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to add Harbor Design Discussion to the agenda for the Work Session on January 11, 2022.

Minutes of December 21, 2021
Mayor and Board of Aldermen

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

Police:

- Step Increase, Police Officer 1st Class Scott Grady, PS-9-III, effective January 16, 2022
- Step Increase, Lieutenant Kipper Thomas, PS-12-XIX, effective January 16, 2022

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to accept the November 2021 Revenue Expense Report.

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss personnel matter.

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

* * *

The meeting resumed in Open Session, whereupon Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve Disciplinary Action of Sergeant Ray Bell.

Minutes of December 21, 2021
Mayor and Board of Aldermen

It came on for discussion, North Jeff Davis Avenue Extension & Local Traffic Study (GCRF), whereupon David Ball provided the following:

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



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

December 16, 2021

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

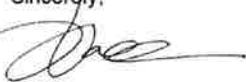
RE: N. Jeff Davis Ave. Extension & Local Traffic Study (GCRF)

Ladies and Gentlemen:

As part of the referenced project, Overstreet performed a traffic study of three major intersections (and their surrounding areas) in the downtown area, specifically at Railroad & Pineville, Klondyke & Pineville, and Railroad & Jeff Davis. We have attached a copy of the full study, which is a lengthy document, but which we believe provides several useful recommendations for these intersections (see Figs. 3B, 4, and 7 for the most noteworthy). If you have any questions about the study, please advise.

In early January 2021, we anticipate offering an exhibit showing the most advantageous improvements at each intersection along with a cost estimate for the improvements for your consideration. At that time and upon your review and direction, Overstreet can use that exhibit and supporting documents to seek funds through Gulf Regional Planning Commission and other such agencies to construct some or all of the selected improvements.

Regarding the N. Jeff Davis Ave. extensions, design is underway but there are obstructions in the City right-of-way which are complicating the process. We plan to have exhibits indicating the exact nature of the obstructions ready for City review soon. The process to finalize design will depend upon the outcome of City decisions on those matters.

Sincerely,

David Ball, P.E.

DB:1181
Attachment

After discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to accept the aforementioned Traffic Study. The complete Traffic Study is on file in the City Clerks' Office.

Minutes of December 21, 2021
Mayor and Board of Aldermen

Per the following request from City Engineer David Ball, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize an additional expenditure of up to \$20,000 for continuing GIS mapping.

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



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

December 15, 2021

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

RE: Long Beach GIS Mapping

Ladies and Gentlemen:

Last year, the City budgeted approximately \$20,000 from its water & sewer fund for development of a GIS system using existing project information and other available utility information. To date, we have spent approximately \$17,000 creating a system which contains information for City utilities in all areas south of the CSX railway and for several other utility projects which have been completed in the last five to 10 years.

As discussed in a previous meeting, the City is currently making a large scale effort to perform utility locates in major subdivision areas in coordination with AT&T's efforts to improve their service in the City. We recently completed GIS survey of the Royal Estates subdivision and have integrated that data into the GIS system. Since this work will be continuing in many areas over the next year or so, we request that the City authorize an additional budget of \$20,000 from the water & sewer funds to be spent in surveying the subdivision areas after they are located by the City. If this budget is in place, this work could be easily coordinated with Public Works to survey soon after they are finished locating. We could report to the City regarding the budget status and to request additional funds, if that is required at all. As of right now, survey locates have already been performed in the Pecan Park Estates (Old Savannah S/D) and in the neighboring Copper Court subdivision. We are ready to continue our survey efforts if the City approves.

This is a great opportunity to maximize the efficiency of obtaining this information and further developing the City's GIS information. We certainly recommend that the City establish such a budget for this anticipated use, and we are ready to answer any questions you may have.

Sincerely,

David Ball, P.E.

DB:1140

Minutes of December 21, 2021
Mayor and Board of Aldermen

391

It came on for discussion the following letter from City Engineer David Ball regarding Harbor Demolition & Debris removal from Hurricane Zeta:

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

December 15, 2021

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

**RE: Long Beach Small Craft Harbor – Hurricane Zeta Repairs
Demolition & Debris Removal**

Ladies and Gentlemen:

The 90-day "lifespan" for the bids on the referenced project will expire on December 26, 2021. As discussed in our previous letter, the successful bidder offered a very competitive price and the bidder has historically performed many projects in the Harbor. As you are aware, the City is in a sort of "limbo" with regard to FEMA's participation in the costs of restoration and repairs and has been unable to award the project to date. If the bids expire, the project will need to be rebid, and we may lose the low price now available.

If the City is not yet ready to award the contract or reject all bids, the low bidder has offered to provide a 30-day extension to his bid, meaning the City could again delay awarding this contract until Jan. 24, 2022. If this is acceptable to the City, we can re-evaluate the City's position at the Jan. 18, 2022 meeting of the Mayor and Board of Aldermen.

Sincerely,

David Ball, P.E.

DB:1185
Attachment

After discussion, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to accept the 30-day extension offered by the low bidder.

Minutes of December 21, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McGoey and
unanimously carried to authorize advertisement of the St. Charles Ave. Drainage
Improvements per the following schedule:

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



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

December 15, 2021

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

RE: St. Charles Ave. Drainage Improvements

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project. We are therefore ready to
request competitive bids for the construction of the project. Therefore, we recommend the
following advertising schedule:

Authorize Advertisement:	December 21, 2021
First Advertisement:	January 7, 2022
Second Advertisement:	January 14, 2022
Receive Bids:	February 8, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the February
15, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1144

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman McGoey and unanimously carried to authorize advertisement of the Trautman Basin Wastewater Upgrades project per the following schedule:

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



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

December 15, 2021

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

RE: Trautman Basin Wastewater Upgrades

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project. We are therefore ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	December 21, 2021
First Advertisement:	January 7, 2022
Second Advertisement:	January 14, 2022
Receive Bids:	February 8, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the February 15, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1144

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

Based on following recommendation from City Engineer David Ball, Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to authorize final acceptance for J.E. Borries Inc. – Long Beach Smallcraft Harbor Dredging & Removal (Re-Bid):

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

December 15, 2021

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

**RE: Final Acceptance – J.E. Borries, Inc.
Long Beach Smallcraft Harbor Dredging & Removal (Re-Bid)**

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications with regard to all elements of work which could be performed before Hurricane Zeta. There is reason to cancel the remainder of the work until the needed scope of work following Hurricane Zeta can be determined. We therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Consent of Surety to Final Payment
2. Change Order 1 (Summary)
3. Pay Estimate Number 2 Final
4. Contractor's Affidavit of Debts and Claims
5. Contractor's Affidavit of Release of Liens
6. Updated Certificate of Liability Insurance

As indicated, these documents include the Summary Change Order for the work, which adjusts contract quantities to the final quantities of work performed. This change order results in a deduction of \$46,938.00, making the total contract amount \$82,562.00; and also includes an adjustment of the contract time by 202 calendar days for delays encountered by the Contractor due to Hurricane Zeta. Our recommendation of final acceptance of the work by the Contractor also includes a recommendation of approval of this Summary change order for the work.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

David Ball, P.E.

DB/st:1041
Attachment

O:\1041\Construction\20211207 J.E. Borries Final Acceptance & CO2 recommend.docx

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

APPLICATION FOR PAYMENT NO. 2 Final

TO: City of Long Beach (OWNER)
 Contract for: LONG BEACH SMALLCRAFT HARBOR DREDGING & REMOVAL (Re-Bid) Dated: 9/17/2019
 OWNER'S Project No.: 37108 ENGINEER'S Project No.: 1041
 For work accomplished through the date of: 2/5/2021
 CURRENT CONTRACT AMOUNT: \$82,562.00

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	UNIT Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$82,562.00
STORED MATERIALS					\$0.00
TOTAL	\$82,562.00				\$82,562.00
(Orig. Contract)	\$129,500.00				
CO 1 Summary	(\$46,938.00)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 82,562.00
_____	LESS 0% RETAINAGE	\$ _____
_____	AMOUNT DUE TO DATE	\$ 82,562.00
_____	LESS PREVIOUS PAYMENTS	\$ 50,896.25
_____	AMOUNT DUE THIS APPLICATION	\$ 31,665.75

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 2 Final Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

J.E. Borries, Inc.
 16701 Hwy 57
 Vandeave, MS 39564
 Vendor # 7537
 CONTRACTOR

Dated: 12/6, 2021

By: *Jason Borries*
 Jason Borries, President

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: Dec. 7, 2021

Overstreet & Associates, PLLC
 ENGINEER

By: *[Signature]*

Minutes of December 21, 2021
 Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 2 Final PROJECT NO. 1041

NO	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
010-A	MOBILIZATION	1 L.S.	\$ 12,000.00	\$ 12,000.00	53.96%	\$6,475.00	46.04%	\$5,525.00	100%	\$12,000.00
352023-A	BATHYMETRIC SURVEYS	0.5 L.S.	\$ 12,000.00	\$ 6,000.00	50%	\$6,000.00		\$0.00	50%	\$6,000.00
352023-B	DEBRIS REMOVAL AND DISPOSAL	1 L.S.	\$ 48,500.00	\$ 48,500.00	60%	\$29,100.00	40%	\$19,400.00	100%	\$48,500.00
352023-C	DREDGE AND DISPOSE OF SEDIMENT	0 C.Y.	\$ 45.00	\$ -	0.00	\$0.00		\$0.00	0	\$0.00
352023-D	ENVIRONMENTAL SAMPLING & TESTING	4 EA.	\$ 3,000.00	\$ 12,000.00	4.00	\$12,000.00	0	\$0.00	4	\$12,000.00
001-1	ADD'L BATHYMETRIC SURVEY - HURR. ZETA	1 L.S.	\$ 4,062.00	\$ 4,062.00	0.00	\$0.00	1	\$4,062.00	1	\$4,062.00
TOTAL WORK COMPLETED				\$85,562.00		\$53,575.00		\$28,987.00		\$872,562.00

Minutes of December 21, 2021 Mayor and Board of Aldermen

**Change Order
No. 1 (SUMMARY)**

Date of Issuance: 10/27/2021 Effective Date: 11/16/2021

Project:	Owner: City of Long Beach	Owner's Contract No.:	37108
Contract:	LONG BEACH SMALLCRAFT HARBOR DREDGING & REMOVAL (Re-Bid)	Date of Contract:	9/17/2019
Contractor:	J.E. Borries Inc., Vender #7537	Engineer's Project No.:	1041

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

Description:

1. **Provided pay item to perform additional bathymetric survey after Hurr. Zeta of entrance Channel outside the Harbor and the channel/boat launch approach inside the Harbor.**
2. **Add contract time due to delays from Hurr. Zeta.**

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$129,500.00

(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a \$0.00

Contract Price prior to this Change Order: \$129,500.00

(Decrease) in Contract Price due to this Change Order: (\$46,938.00)

Revised Contract Price incorporating this Change Order: \$82,562.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. n/a to No. n/a

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times prior to this Change Order: 7/18/2020

Substantial completion (days or date): 7/18/2020

Ready for final payment (days or date): _____

(Increase) in Contract Time due to this Change Order: 202

Substantial completion (days or date): 202

Ready for final payment (days or date): _____

Contract Times incorporating this Change Order: 2/5/2021

Substantial completion (days or date): 2/5/2021

Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

By: [Signature]
Date: 12/7/2021

ACCEPTED:
(CONTRACTOR)

J.E. Borries, Inc.

By: [Signature]
Date: 12/6/2021

ACCEPTED:
(OWNER)

By: [Signature]
Date: 12-22-21

Minutes of December 21, 2021
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 (SUMMARY) PROJECT NO. 1041

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
10-A	MOBILIZATION	1 L.S.	\$12,000.00	\$12,000.00		\$0.00	1	\$12,000.00
352023-A	BATHYMETRIC SURVEYS	1 L.S.	\$12,000.00	\$12,000.00	(0.5)	(\$6,000.00)	0.5	\$6,000.00
352023-B	DEBRIS REMOVAL AND DISPOSAL	1 L.S.	\$48,500.00	\$48,500.00		\$0.00	1	\$48,500.00
352023-C	DREDGE AND DISPOSE OF SEDIMENT	1000 C.Y.	\$45.00	\$45,000.00	(1,000)	(\$45,000.00)	0	\$0.00
352023-D	ENVIRONMENTAL SAMPLING & TESTING	4 EA.	\$3,000.00	\$12,000.00		\$0.00	4	\$12,000.00
COI-1	ADDT'L BATHYMETRIC SURVEY - HURR. ZETA	0 L.S.	\$4,062.00	\$0.00	1	\$4,062.00	1	\$4,062.00
TOTAL BASE BID:				\$129,500.00		(\$46,938.00)		\$82,562.00
TOTAL CONTRACT VALUE:				\$129,500.00		(\$46,938.00)		\$82,562.00

EJCDC 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.

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) Harricane Nite Long Beach Smallercraft Harbor Dredging & Removal (Re-Bid)	ARCHITECT'S PROJECT NUMBER: 1041	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach 2011 Jeff Davis Avenue Long Beach, MS. 39560	CONTRACT FOR: Dredging & Removal of Debris CONTRACT DATED: 9/17/2019	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

J.E. Barries, Inc.
16701 Hwy 57
Vancleave, MS. 39560

BY: Robert A. Hedges
(Signature of authorized representative)

Robert A. Hedges, Proj. Coordinator
(Printed name and title)

Subscribed and sworn to before me on this date October 29, 2021

Notary Public: Lisa R. Butler
My Commission Expires: 8-22-25



User Notes:

Minutes of December 21, 2021
Mayor and Board of Aldermen

 **AIA** Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Long Beach Smaller Craft Harbor Dredging & Removal (Re-Bid) Hurricane Nate Repairs	ARCHITECT'S PROJECT NUMBER: 1041	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560	CONTRACT FOR: Dredging & Removal of Debris	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: 9/17/2019	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

J.E. Borries Inc.
16701 Hwy 57
Vancleave, Ms. 39565

BY:

Robert A. Hodges
(Signature of authorized representative)

Robert A. Hodges Proj. Coordinator
(Printed name and title)

Subscribed and sworn to before me on this date: October 29, 2022

Notary Public

My Commission Expires: 8-2-25



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User Notes:

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1001136420

PROJECT: (Name and address) Hurricane Nate Repairs, Long Beach Smallercraft Harbor, Dredging & Debris Removal (Re-Bid)	ARCHITECT'S PROJECT NUMBER: 1041	OWNER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: 9/17/2019	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

J. E. Borries, Inc.
16701 Highway 57
Vancleave, MS 39565

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

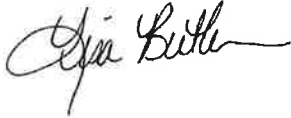
IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 28th, 2021**
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)


(Signature of authorized representative)

Debbie Lynn Dunaway, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):



Minutes of December 21, 2021 Mayor and Board of Aldermen



POWER OF ATTORNEY AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Dewey B. Mason, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance, Joseph Russell Beattie, Lisa R. Butler, Patrick Thomas Mason, James Eley Brashier, Lessie Ryan Anderson, Debbie Lynn Dunaway

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (*****unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of October, 2021.

Corporate Seals
Bond No. 1001136420
Agency No. 17033



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCEMANPOA062019

Minutes of December 21, 2021
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2021

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

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

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C No. Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bxsi.com FAX (A/C No): 228-432-7420
INSURED J. E. Borries, Inc. 16701 Highway 57 Vancleave MS 39565	INSURER(S) AFFORDING COVERAGE INSURER A : Atlantic Specialty Insurance Company INSURER B : American Interstate Ins Co of Texas INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2024316326 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		85JH9002621	2/25/2021	2/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 P & I \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TRC-410826	2/25/2021	2/25/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		TRC-410825	2/25/2021	2/25/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AVWCMS3019342021	8/17/2021	8/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER USL&H EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Maritime Employers Liability		AVWCMS3019342021	8/17/2021	8/17/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Owners: Jason Borries and Roxanna Borries are excluded from Workers Compensation Coverage.
 Excess Liability is follow form the GL, AL and EL.
 Long Beach Smallcraft Harbor Dredging & Debris Removal; Certificate holder and Overstreet & Associates Consulting Engineers are named as additional insureds on the General Liability, Auto and Umbrella policies when required by written contract. A Waiver of Subrogation is also provided in favor of the City of Long Beach and Overstreet & Associates Consulting Engineers when required by written contract.
 Insurance is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER City of Long Beach P.O. Box 929 Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the Insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

There came on for discussion Price Bros. Force Main Replacement – Phase 2,
Pineville Road Overlay, whereupon City Engineer David Ball provided the following:

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

December 17, 2021

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

**RE: Price Bros. Force Main Replacement – Phase 2
Pineville Rd. Overlay**

Ladies and Gentlemen:

The initial asphalt restoration of the sewer force main trench on Pineville Rd. has been recently completed on the referenced project being performed under the authority of the Harrison County Utility Authority (HCUA). Temporary striping is in place and the road is now usable and able to serve the needs of the traveling public. The City has previously signified their intent to perform a full-width overlay of Pineville Rd. in the project area (from the northern entrance of Pineville Plaza to just west of Royal Dr.). In order to perform this work, the City has two obvious options:

1. Option 1 - Immediately perform the full-width overlay utilizing the Price Bros. Force Main Replacement Contractor (JLB). This will require negotiating prices for at least two new items of work and would also include a significant overrun on the contract quantity of asphalt. This method would allow the City to pay for this work as part of the SRF loan which has been secured by the HCUA on behalf of the City. We estimate this will cost at least \$111,200, assuming the Contractor's willingness to cooperate. If using this method, the Contractor desires to perform the full-width overlay immediately which allows no time for the settlement of the force main trench which all involved believe will happen in the next 6-12 months.
2. Option 2 - In 6-12 months (after the majority of trench settlement has occurred), perform the full-width overlay utilizing the City's Contractor for term bid asphalt installation (Landshapers). This would also require negotiation with Landshapers or others to perform several out-of-scope items, such as striping and manhole adjustment. This method would require the City to pay for this work separate from the SRF loan, presumably from the City's own paving funds. We estimate it will cost at least \$112,200 if negotiated with Landshapers; however, we offer that the additional costs could be performed for very reduced costs by using Public Works labor (manhole adjustments), or for free if the County Supervisor would participate (striping). The major advantage of this method is that the trench settlement will occur prior to the overlay, resulting in a better final product.

Based on all the above, we recommend that the City utilize Option 2 to perform the full-width overlay. While we recognize that our initial estimate of Option 2 is more expensive (if only slightly more), we believe Option 2 offers the following advantages:

1. Flexibility in the timing to perform the work: Delaying the overlay to allow for trench settlement will result in a much better pavement surface on Pineville Rd.
2. Flexibility in the contractor/agency to perform the work: It's possible that savings could be realized by having Public Works perform some of the work. Furthermore, if the County would agree to perform permanent striping on Pineville Rd. after the full-width overlay, significant savings (~\$10,000+) could be achieved.

Minutes of December 21, 2021
Mayor and Board of Aldermen

December 17, 2021

We will do our best to provide answers to any questions you may have about this issue. Upon your direction, we can begin working with the HCUA to modify the terms of the existing contract as appropriate.

Sincerely,



David Ball, P.E.

DB:1099-2/539

cc: Derek Bullock (HCUA)

After continued discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize Option 2 to allow trench settlement to occur.

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

**Minutes of December 21, 2021
Mayor and Board of Aldermen**

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk