

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 15, 2022
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
 - 1. Long Beach High School Boys Soccer Team Day
 - 2. Long Beach High School Girls Bowling Team Day
 - 3. Pavement Planning Website Presentation - SMPDD
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. March 1, 2022 Regular
 - 2. PLANNING AND DEVELOPMENT COMMISSION
 - a. March 10, 2022 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 031522
- IX. UNFINISHED BUSINESS
- X. NEW BUSINESS
 - 1. Special Event App & Fee Waiver Request – First Baptist Church; Easter Festival
 - 2. Banner Placement Request – First Baptist Church; Easter Festival
 - 3. Banner Placement Request – First Baptist Church; Vacation Bible School
 - 4. Special Event App & Fee Waiver Request – Pentecostals of GC; Launch Party
 - 5. Accept 3 Library Grants
 - 6. Contract – Pickering Firm; Klondyke Rd/28th Street Intersection Improvements
 - 7. Medical Cannabis Act Discussion
 - 8. Schedule Work Session – Training on Pavement Planning Website
 - 9. Zoning of Annexed Property – Alderman Frazer
 - 10. Pineville/Daugherty Rd Ditch Estimate – Alderman Brown
 - 11. Fire Station #3
 - 12. Long Beach Corridor – Phase I Re-bid
 - 13. Beatline Parkway Environmental Study – Alderman Bennett
 - 14. Speed Limit Girard/Trautman – Alderman Bennett
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept. – Resignation (1); Termination (1)
 - b. Fire Dept. – Step Increase (4)
 - 3. CITY CLERK
 - a. Revenue/Expense Report February 2022
 - b. Budget Amendment FY 22 - Library
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Letter Agreement, Time Extension – Overstreet & Assoc; Pineville Sidewalks
 - b. Miscellaneous Asphalt Repairs
 - 7. PUBLIC WORKS
 - a. Pole at Klondyke/Commission
 - 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 March, 2022, 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

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Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

Mayor Bass proclaimed Friday, March 18, 2022 as Long Beach 2021-2022 Boys Soccer Team Day.

Mayor Bass proclaimed Thursday, March 17, 2022 as Long Beach 2021-2022 Girls Bowling Team Day.

Mayor Bass recognized Kristyn Gunter, Director of Special Projects Division Southern Mississippi Planning & Development District (SMPDD), who provided a brief Pavement Planning Website Presentation.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to move Item #11 Fire Station #3 to the first item under New Business.

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated March 1, 2022, as submitted.

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated March 10, 2022, as submitted.

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve payment of invoices listed in Docket of Claims number 031522.

It came on for discussion Fire Station #3, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to declare an

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Executive Session for the transaction of public business, to wit: To discuss prospective lease negotiations pertaining to Fire Station #3.

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 no action was taken.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following three requests submitted by First Baptist Church, and waive all applicable fees:



LARUE STEPHENS, PH.D., PASTOR
MATTHEW GADDY, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

February 24, 2022

The Honorable George L. Bass
Long Beach City Hall
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of our city's Town Green on April 10, 2022, from 12:00 p.m. – 6:00 p.m., for the purpose of hosting a community-wide Spring Festival for families in our city. We are requesting use of the full facilities at the Town Green, from the stage to the shoefly. On Sunday afternoon we will set up family-oriented games and provide gifts to all the children. Members of our church will provide games, music, and puppet shows for attendees to enjoy. The games would be set up on the grass lawn from the shoefly toward the City Library. Arrangements have been secured for use of our City School District property at Town Green with this event. We will police the grounds afterward and place all trash into appropriate containers so that the property is clean when we leave. Our desire is to gift the families of our city with wholesome family-oriented activities where the parents can enjoy time with their children at no cost to the family.

Thank you for your consideration of this request. If you have any questions, please contact me, Dr. LaRue Stephens, at (228) 806-3651.

Sincerely,

Dr. LaRue Stephens

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Mayor and Board of Aldermen

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**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/29/22 Time: 4:00 pm By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: First Baptist Church, Long Beach, MS

Organization Address: 300 North Cleveland Avenue Long Beach, MS 39560

Organization Agent: Larue Stephens Title: Pastor / President of Congregation

Phone: 228-864-2584 Home _____ Cell 228-806-3651 During Event

Agent's Address: 10 Citadel Circle Long Beach, MS 39560

Agent's E-Mail Address: LaRue@fbclb.com

Event Name: Family Spring Festival

Please give a brief description of the proposed special event:

Family event for Long Beach residents with children's games, give aways, music, free food and water

Event Day (s) & Date (s): Sunday April 10, 2022 Event Time (s): 2:00-4:00 pm

Set-Up Date & Time: April 10 12 Noon Tear-Down Date & Time: April 10 5:00pm

Event Location: Long Beach, Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 2019, 2021

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022 Mayor and Board of Aldermen

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: None Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO
Just music played for games and Children's Songs

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is expected (estimated) attendance for this event? 400-600

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

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OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

Use of sound system if possible. Additional trash cans if available.

We will remove trash and police the grounds after the event.

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

We will provide a valid certificate of liability insurance naming City of Long Beach as an additional insured party.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other City requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

2/24/2022
Date

J. R. Stephens
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Ch. Idren's Easter Festival 4/10/22 noon-6:00

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

April 10, 2022
Sunday
12:00pm-6:00pm
Easter Festival
Town Green

TOWN GREEN

Group / Individual Name (Permit tee):

First Baptist Church

Telephone Number: 228-864-2584 Home 228-806-3651 Cell

Street Address: 300 North Cleveland Ave

City Long Beach State MS Zip 39560

Type of Event: Children's Easter Festival

Start Time: 12:00 Noon Children's Easter Festival

Closing Time: 6:00 pm.

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

April 10, 2022 - Sunday
(Date)

Town Green

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shop-fly.

Signature: *J. Anne Stephens*

Date: 2/24/2022

Rental Fee \$ _____ Receipt # _____ Date _____
 Deposit Fee \$ _____ Receipt # _____ Date _____
 Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNTY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, We, First Baptist church, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 24 day of February, 20 22.

Authorized Signature [Signature]

Witness [Signature]

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to approve the by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreations Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Initial 

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FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

★ **Refunds** – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Initial 

**Minutes of March 15, 2022
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/23/2022												
PRODUCER PERRETT INSURANCE AGENCY, LLC 114 Rowan Oak Place Terry, MS 39170		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Long Beach First Baptist Church PO Box 338 Long Beach, MS 39560		<table border="1"> <tr> <td>INSURERS ACCORDING TO COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A GuideOne Mutual Insurance</td> <td>15032</td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </table>	INSURERS ACCORDING TO COVERAGE	NAIC #	INSURER A GuideOne Mutual Insurance	15032	INSURER B		INSURER C		INSURER D		INSURER E	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	ABDLINSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: PRO- <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	1265-410	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MFD EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <u>Comp. Ded. \$/ Collision Ded. \$</u>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (PER accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <tr> <td>WC STATU-TOR LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TOR LIMITS	OTH-ER	E L EACH ACCIDENT	\$	E L DISEASE-EA EMPLOYEE	\$	E L DISEASE POLICY LIMIT	\$
WC STATU-TOR LIMITS	OTH-ER													
E L EACH ACCIDENT	\$													
E L DISEASE-EA EMPLOYEE	\$													
E L DISEASE POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Children's Easter Festival Event April 10th, 2022

CERTIFICATE HOLDER

**City of Long Beach
Long Beach, MS**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDFAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Mayor and Board of Aldermen**



LARUE STEPHENS, PH.D., PASTOR
MATTHEW GADDY, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

March 9, 2022

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 3 banners around the city advertising our Easter Festival. Our Easter Festival (at the Town Green) is on April 10, 2022. We would like to have the banners out from March 26 – April 12.

The following locations are requested:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.

Please let us know if there is any problem with the placing of the banners. Thank you so much for the opportunity to advertise our Vacation Bible School for our community.

Sincerely,

Dr. LaRue Stephens
Pastor

300 NORTH CLEVELAND AVENUE • P. O. BOX 338 • LONG BEACH, MS 39560
TELEPHONE: 228-864-2584 • FAX: 228-868-2913 • WWW.FBCLB.COM

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Mayor and Board of Aldermen



LARUE STEPHENS, PH.D., PASTOR
MATTHEW GADDY, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

March 1, 2022

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 3 banners around the city advertising our Vacation Bible School. Our Vacation Bible School is on June 5 – 9, 2022. We would like to have the banners out from May 14 – June 8.

The following locations are requested:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.

Please let us know if there is any problem with the placing the banners. Thank you so much for the opportunity to advertise our Vacation Bible School for our community.

Sincerely,

Brenda Davis
Minister of Education

300 NORTH CLEVELAND AVENUE • P. O. Box 338 • LONG BEACH, MS 39560
TELEPHONE: 228-864-2584 • FAX: 228-868-2913 • WWW.FBCLB.COM

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Pentecostals of the Gulf Coast for their Launch Party, and waive all applicable fees:



CHADWICK CRAFT
PASTOR

On behalf of the Pentecostals of the Gulf Coast Long Beach please consider waiving our rental fee for the town green and gazebos use on May 7, 2022. We are a non-profit organization starting a new work in Long Beach and will not make any money off of this event, but will provide free food and entertainment to the community.

Thanks,

Rev Chris Lawrence

Assistant Pastor, Pentecostals of the Gulf Coast

1907 Popp's Ferry Road, Biloxi, MS 39532 • pgcbiloxi.com • 228-385-1001



Minutes of March 15, 2022
Mayor and Board of Aldermen

May 7, 2022
Saturday
2:00 pm - 6:00 pm
PCC - LA Launch Party
Town Green

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/14/22 Time: 1:37 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Pentecostals of the Gulf Coast

Organization Address: 1907 Popp's Ferry Rd. Biloxi, MS

Organization Agent: Rev. Chris Lawrence Title: Assistant Pastor

Phone: _____ Home _____ Cell 228-337-0270 During Event

Agent's Address: 145 Pine Grove Ave Biloxi, MS 39531

Agent's E-Mail Address: cjstopgun@aol.com

Event Name: PCC - Long Beach Launch Party

Please give a brief description of the proposed special event:

Music, Bouncy Houses, Free Food, Ministers,
Door Prizes

Event Day (s) & Date (s): May 7, 2022 Event Time (s): 2pm - 6pm

Set-Up Date & Time: 5/7/22 2pm Tear-Down Date & Time: by 6pm

Event Location: Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 0

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022
Mayor and Board of Aldermen

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES Free food Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

church music

ATTENDANCE: What is expected (estimated) attendance for this event? 300

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022
Mayor and Board of Aldermen

OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

N/A

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Will be provided

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other City requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

2-10-22
Date

Rev. Chris Lawrence
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS 39560

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022
Mayor and Board of Aldermen

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO *Free food* Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

church music

ATTENDANCE: What is expected (estimated) attendance for this event? 300

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

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If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022
Mayor and Board of Aldermen

Event Title: PGC Launch Party 5/7/22 2pm-6pm

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 15, 2022
Mayor and Board of Aldermen

May 7, 2022
Saturday
2:00 pm - 6:00 pm
P&R-LB Launch Party
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Pentecostals of the Gulf Coast / Rev. Chris Lawrence

Telephone Number: 228-337-0270

Street Address: 145 Pine Grove Ave

City: Biloxi State: MS Zip: 39531

Type of Event: Launch Party for P&R-Long Beach

Start Time: 2pm

Closing Time: 6pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

May 7, 2022

Town Green

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature Rev. Chris Lawrence Date: 2-10-22

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.00 Receipt # 26189 Date 2/10/22

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 15, 2022
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I _____, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 14 day of Feb, 2022.

Authorized Signature Rev. Phil Lawrence

Witness [Signature]

Minutes of March 15, 2022 Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the three following grants from the Mississippi Library Commission and authorize the Mayor to execute same:



IMLS ARPA Funds SUBGRANT AWARD AND AGREEMENT



Starting Date of Subgrant Agreement: 4/09/2021 Closing Date of Subgrant Agreement: 5/31/2022

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

SUBGRANTEE: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

SUBGRANT: Project Number: ARFIA22-25-0 Project Title: Enhance Adult and Teen Electronic Materials Collection
Program: Information Access Subgrant Award: \$4,999.50

Dear Denise,

Congratulations on your ARPA Funds Subgrant award, ARPA funding is being awarded as subgrants to help communities respond to the pandemic, as well as to related community needs through approaches in digital inclusion and library services. To accept this subgrant, print out a copy of this award letter and agreement form, sign it, scan it, and then email the scanned copy to grantsprog@mlc.lib.ms.us.

This subgrant is made available through the Institute of Museum and Library Services (IMLS), a federal grant-making agency. Federal regulations require a grant file be retained until the January 2027, a minimum of three (3) years after the Library Commission submits its final expenditure report. By signing and returning this agreement, you acknowledge that this project is subject to a compliance audit which means a grant folder must be kept at your library, properly labeled with the project number and should contain (at the least):

- Grant application
- Signed copy of the Subgrant Award and Agreement
- Invoices or other payment documentation
- All reimbursement requests and related correspondence including any emails with MLC which affect the grant
- Evaluations
- MLC Grant Manual

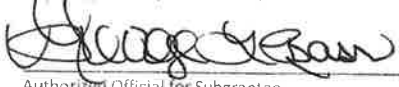
Important Dates:

- Subgrant funds open April 9, 2021 and close May 31, 2022.
- Application opens July 1, 2021 and closes April 1, 2022.
- Subgrant reimbursement requests received (and approved) by the 10th of each month will be processed for payment in that month. Those received after the 10th (and approved) will process the next month.
- Final date to submit all reimbursement requests is June 10, 2022.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the points listed above, as well as all information set forth in MLC's LSTA Program Manual, the Subgrantee's IMLS ARPA Funds Subgrant Application, and all applicable federal regulations.


Mississippi Library Commission, LSTA Coordinator

February 28, 2022
Date


Authorized Official for Subgrantee

3-15-22
Date

Minutes of March 15, 2022
Mayor and Board of Aldermen



IMLS LSTA Funds
SUBGRANT AWARD AND AGREEMENT



Starting Date of Subgrant Agreement: 07/01/2021 Closing Date of Subgrant Agreement: 5/31/2022

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

SUBGRANTEE: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

SUBGRANT: Project Number: FIA22-25-0 Project Title: Enhance Children's, Teenager's and Young Adult Electronic Materials Collection Program: Information Access Subgrant Award: \$2,552.00

Dear Denise,

Congratulations on your LSTA Funds Subgrant award. LSTA funding is being awarded as subgrants to allow funding for libraries to determine what services are best needed in their communities and provide funds for the resources to meet those needs. To accept this subgrant, print out a copy of this award letter and agreement form, sign it, scan it, and then email the scanned copy to grantsprog@mlc.lib.ms.us.

This subgrant is made available through the Institute of Museum and Library Services (IMLS), a federal grant-making agency. Federal regulations require a grant file be retained until January 2027, a minimum of three (3) years after the Library Commission submits its final expenditure report. By signing and returning this agreement, you acknowledge that this project is subject to a compliance audit which means a grant folder must be kept at your library, properly labeled with the project number and should contain (at the least):

- Grant application
- Signed copy of the Subgrant Award and Agreement
- Invoices or other payment documentation
- All reimbursement requests and related correspondence (including any emails with MLC which affect the grant)
- Evaluations
- MLC Grant Manual


Important Dates:

- Subgrant funds open July 1, 2021 and close May 31, 2022.
- Application opens July 1, 2021 and closes April 1, 2022.
- Subgrant reimbursement requests received (and approved) by the 10th of each month will be processed for payment in that month. Those received after the 10th (and approved) will process the next month.
- Final date to submit all reimbursement requests is June 10, 2022.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the points listed above, as well as all information set forth in MLC's LSTA Program Manual, the Subgrantee's IMLS LSTA Funds Subgrant Application, and all applicable federal regulations.


Mississippi Library Commission, LSTA Coordinator

February 28, 2022
Date


Authorized Official for Subgrantee

3-15-22
Date

Minutes of March 15, 2022 Mayor and Board of Aldermen



IMLS LSTA Funds SUBGRANT AWARD AND AGREEMENT



Starting Date of Subgrant Agreement: 07/01/2021 Closing Date of Subgrant Agreement: 5/31/2022

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

SUBGRANTEE: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

SUBGRANT: Project Number: FLL22-25-0 Project Title: Enhance Audio Book Collection to Include High School Reading Lists
Program: Lifelong Learning Subgrant Award: \$409.00

Dear Denise,

Congratulations on your LSTA Funds Subgrant award. LSTA funding is being awarded as subgrants to allow funding for libraries to determine what services are best needed in their communities and provide funds for the resources to meet those needs. To accept this subgrant, print out a copy of this award letter and agreement form, sign it, scan it, and then email the scanned copy to grantsprog@mlc.lib.ms.us.


This subgrant is made available through the Institute of Museum and Library Services (IMLS), a federal grant-making agency. Federal regulations require a grant file be retained until January 2027, a minimum of three (3) years after the Library Commission submits its final expenditure report. By signing and returning this agreement, you acknowledge that this project is subject to a compliance audit which means a grant folder must be kept at your library, properly labeled with the project number and should contain (at the least):

- Grant application
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- Invoices or other payment documentation
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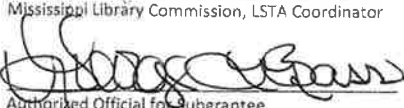
Important Dates:

- Subgrant funds open July 1, 2021 and close May 31, 2022.
- Application opens July 1, 2021 and closes April 1, 2022.
- Subgrant reimbursement requests received (and approved) by the 10th of each month will be processed for payment in that month. Those received after the 10th (and approved) will process the next month.
- Final date to submit all reimbursement requests is June 10, 2022.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the points listed above, as well as all information set forth in MLC's LSTA Program Manual, the Subgrantee's IMLS LSTA Funds Subgrant Application, and all applicable federal regulations.



 Mississippi Library Commission, LSTA Coordinator



 Authorized Official for Subgrantee

February 28, 2022
Date

3-15-22
Date

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

115

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following contract with Pickering Firm for Preliminary Engineering Services for the Intersection Improvements at Klondyke Road and 28th Street and authorize the Mayor to execute same:

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

PRELIMINARY ENGINEERING SERVICES CONTRACT
Intersection Improvements at Klondyke Road and 28th Avenue
Project Number STP-9394-00(001)LPA/108637-701000
Harrison County

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

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of engineering design to replace the existing mast arm traffic signal, add turn lanes for each approach and replace the existing precast bridge across Canal No. 2 with a box culvert for the existing intersection at Klondyke Road and 28th Avenue, as provided for in Project Number STP-9394-00(001)LPA/108637-701000, hereinafter called the "PROJECT"; and

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

Minutes of March 15, 2022 Mayor and Board of Aldermen

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

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOI and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOI 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, 2024, 12:00 P.M., CST** whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Progress Reports

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

D. Record Retention

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

E. Retainage

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

ARTICLE VII. FINAL PAYMENT

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

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

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

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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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.

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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.

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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

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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

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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

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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

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

- (1) Cancel the stop work order; or

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

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

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

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ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

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
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Engineers/Architect's and Surveyors

P.E. #26030

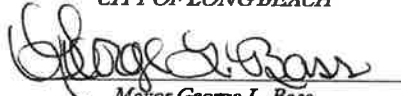
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Mayor and Board of Aldermen

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 15 day of March, 2022.

CITY OF LONG BEACH



Mayor George L. Bass

WITNESS this my signature in execution hereof, this the 18th day of February 2022.

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 EBV Certification and Agreement

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EXHIBIT 1

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

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

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**CERTIFIED COPY OF RESOLUTION ADOPTED
AT A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF PICKERING, INC.
October 19, 2021**

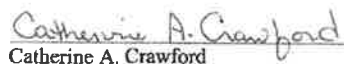
I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors 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 Cara Wagner, Associate 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 19th day of October, 2021.


Catherine A. Crawford
Secretary


Attest

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EXHIBIT 2

SCOPE OF WORK

DESCRIPTION OF PROJECT:

The CONSULTANT shall provide all necessary professional services required to provide complete plans and specifications to replace the existing mast arm traffic signal, add turn lanes for each approach and replace the existing precast bridge across Canal No. 2 with a box culvert for the existing intersection at Klondyke Road and 28th Avenue, inside the City of Long Beach. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

GENERAL REQUIREMENTS

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

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

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

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

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

Roadway Design

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

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

Hydraulic Design

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

Traffic Signal Design

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

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

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

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

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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 (CATEGORICAL EXCLUSION)

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with 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.

FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests by the LPA, including the following:

Centerline Survey and Control

- A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C. Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;
- D. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANTS opinion, the current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
 1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project;

2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
 3. Each land parcel boundary in or connecting to the limits of the projects shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 5. Any distances or bearings shown on this drawing shall be grid;
 6. North arrow.
- F. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
- G. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
- H. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

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

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

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

FIELD STAKING

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

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

PHASE A (FIELD REVIEW) ROADWAY DESIGN

Phase A (Field Review) Roadway Plans

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

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

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;

- D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

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

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

Hydraulic Analysis and Design Requirements

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

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

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

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

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

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

Hydraulic Plans Requirements

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

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

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

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

For silt basins, the following shall be included:

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

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

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

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

Hydraulic Report

Hydraulic Report shall include, at a minimum:

- o A narrative that describes the project scope;
- o Statements defining any additional source of information including cross sections, topographic data, and other supporting information;

- o Design alternatives;
- o Analysis considerations;
- o Supporting documents that describes the analysis procedures, including unstricted conditions, existing conditions, and proposed conditions;
- o Documentation of all modifications made to models to correctly represent the existing conditions as well as proposed conditions;
- o Recommendations and details;
- o Tables comparing water surface elevations between the models demonstrating that the proposed project meets current local, state, and federal regulations;
- o Tables comparing velocities between the models demonstrating the effects to the natural floodplain values;
- o Documentation of stream stability and lateral migration tendencies of affected channel reaches;
- o Documentation of recommended measures to minimize impacts and restore and preserve the natural and beneficial floodplain values (23 CFR 650.111);
- o Aerial photography and topographic maps with the proposed alignments and span arrangements, including flood zones and any additional items identified in the Work Assignment; and
- o Photographs

Data collected, hydraulic model output, bridge layout drawings, no-rise certifications, and any other pertinent shall be included. The Hydraulic Report shall be signed, sealed and dated by the CONSULTANT'S engineer.

One (1) complete set of the Final Hydraulic Studies, design/analysis computations, supporting data, and reports shall be submitted electronically to the LPA after all changes from the LPA's review have been made. This submittal shall include:

- o Computer input and output;
- o Guide bank analysis;
- o Survey data;
- o Supporting drawings;
- o All correspondence with governmental and regulatory agencies regarding levees and water crossings;
- o Any additional items required in writing by the LPA

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The Hydraulic Report shall be signed, sealed, and dated by the CONSULTANT'S engineer. Recommendations and plans shall be provided as separate PDF's outside of the Hydraulic Report.

If a project involves multiple bridge sites, the recommendation forms shall be combined into one (1) multi-page PDF, and the plans shall be combined into a separate one (1) multi-page PDF.

FEMA REGULATED FLOODWAY

For any project located in or across a FEMA Regulatory Floodway, or where base flood elevations have been determined as shown on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. Modification of this input data will be required to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths.

Hydraulic Models and Calculations

Hydraulic models for projects affected by a FEMA Regulatory Floodway shall be proved when applicable. Input and output from software and any other calculations used in hydraulic design shall be provided upon request.

"No-Rise/No-Impact" Certification

If the project is located in or across a FEMA Regulatory Floodway, or a base flood elevation has been determined as noted on the NFIP maps, the CONSULTANT shall obtain the step-backwater hydraulic model for the specified stream and community from FEMA. The CONSULTANT shall complete a "No-Rise/No-Impact" certification and report. The report shall contain all needed documentation and technical data required by "No-Rise/No-Impact" certification. The step-backwater hydraulic model shall be modified to demonstrate that the proposed hydraulic improvements or structure(s) will not impact the pre-project base flood elevations, regulatory floodway elevations, or regulatory floodway widths. The certification shall be signed, sealed and dated by the CONSULTANT'S engineer.

CLOMR and LOMR Applications

In the event a "No-Rise/No-Impact" is not possible, or a longitudinal encroachment of the roadway embankment will occur within the floodway, an application for revisions to the NFIP maps shall be required. **The LPA shall negotiate a Supplemental Agreement with the CONSULTANT** for the CLOMR and LOMR applications if needed. The CONSULTANT shall be required to prepare for submittal an application for CLOMR, LOMR, and the required supporting data and documentation to the participating community and FEMA. The certification shall be signed, sealed, and dated by the CONSULTANT'S engineer.

Submittal Requirements

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

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

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

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

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

FINAL RIGHT-OF-WAY MAPS AND DEEDS

The following shall be included:

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

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

Right-Of-Way Acquisition Map

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

Revisions

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

GEOTECHNICAL INVESTIGATION FOR ROADWAYS

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

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

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

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report similar in content and format commonly developed by the MDOT's District Materials laboratories, and in accordance with the MDOT SOP No. TMD-20-14-00-000 "SOIL PROFILES" and TMD-20-14-01-000 "STANDARD DESIGN PROCEDURES FOR CONSTRUCTION OF ROADWAYS THROUGH HIGH VOLUME CHANGE SOILS".

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

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

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

- Estimated California Bearing Ratio (CBR), from charts supplied by MDOT;
- Soluble Sulfates Ion in Soil and Water, MT-58.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on the MDOT form TMD-683 or equivalent, and the Centerline Soil Profile. The Centerline Soil Profile shall be graphically represented as a GENERALIZED SOIL PROFILE cadd drawing which shall show the centerline soil profile borehole locations along with the limits of each soil type identified with respect to the existing ground surface profile elevations, the finish grade profile elevations, and the subgrade profile elevations depicted along the roadway alignment and stationing. Each soil type identified shall be labeled as follows:

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

CADD Drawings

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

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

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

Final Centerline Soil Profile Report

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

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

The report shall contain the following, organized as follows:

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

PHASE B (OFFICE REVIEW) ROADWAY DESIGN

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

PHASE B (Office Review) Roadway Plans

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

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

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

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

TRAFFIC SIGNAL DESIGN

The following specific requirements are typical for this phase:

Traffic Signal Plans

Design of Traffic Signal Plans shall include:

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

Signal Timing Plans

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

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PS&E Assembly/Advertisement

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

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

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

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

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

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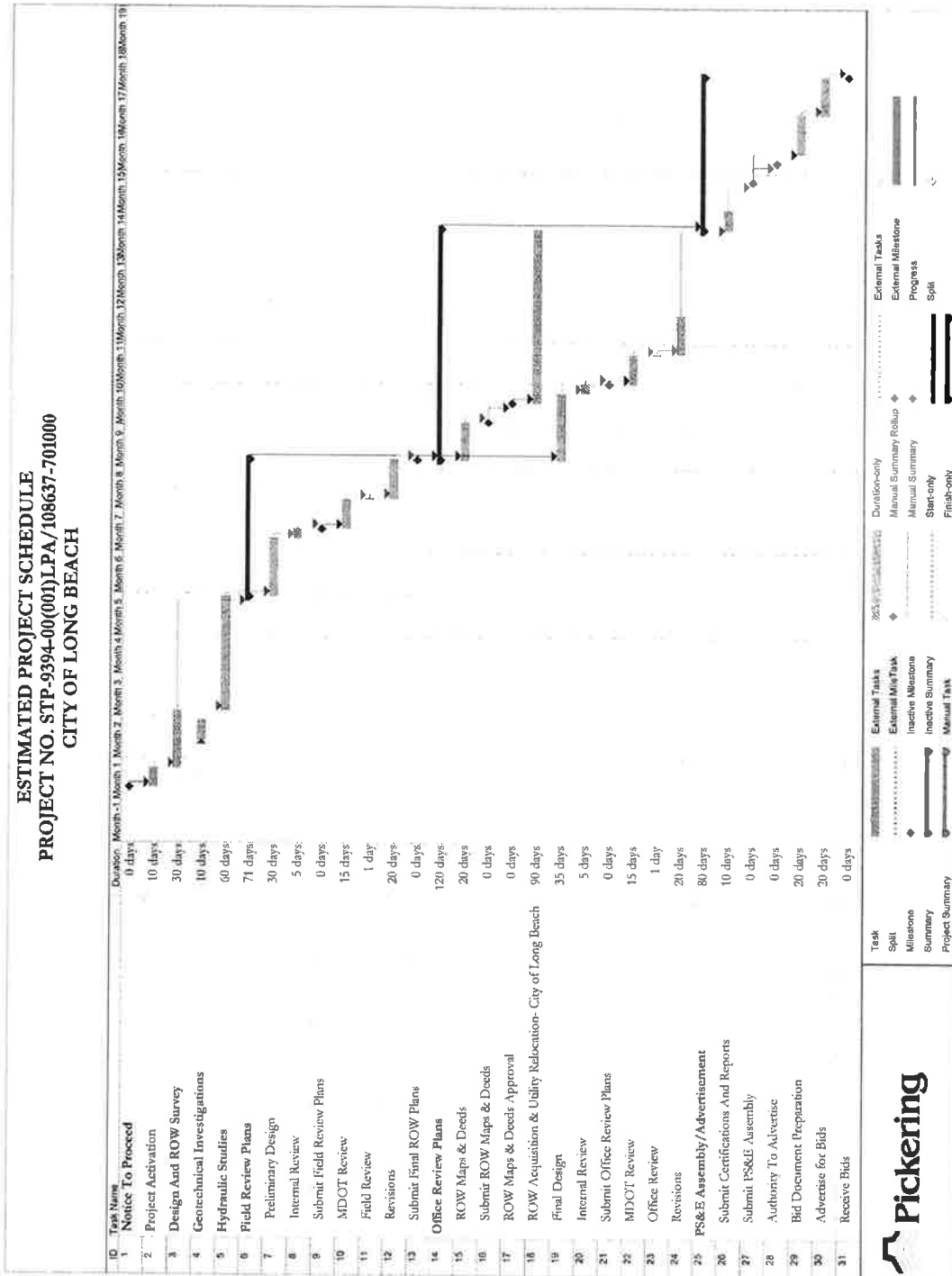


EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$177,600.47** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

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

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

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

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

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

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

Direct Salaries:

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

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

Payroll Additive & Overhead:

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

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

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

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

Direct Costs:

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

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

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

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$14,124.44, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$177,600.47 (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	\$117,774.40	\$5,437.98	\$14,124.44	\$40,263.65	\$177,600.47

EXHIBIT 4
 SAMPLE CSU-001 - COST PLUS FIXED FEE

REV 4/01/2016

LPA-CST-001 For LPA's

Date Processed January 0, 1900
 Vendor Number 3100000000
 Project No. 0
 In Account With 0
 Contract Number CS 000000
 Est. No. 0

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

County 0 MDOT Project Number 0
 Address 0
 Surety Period January 0, 1900 THRU January 0, 1900 Document No.

Line Item	OCA	User Code 1	User Code 2	Project Number / Detail Code	Curcum Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	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

Contract Not To Exceed Amount \$0.00
 NTP Date January 0, 1900
 Termination Date January 0, 1900

Quantities Checked
 Original Signed C000000000
 LPA Official 0

Approved By: Consultant Services Unit Engineer - Scot Ehrgott, P.E.

% Matching Funds Deduction for LPA 0.000000% 001 000000 0 0 0.00 0.00 0.00

TOTAL Net Amount Owed to the LPA 0.00

TOTAL Net Amount Owed to the LPA 0.00

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

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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

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SUPPORTING DATA

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

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
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

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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

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shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

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

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

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

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

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EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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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.

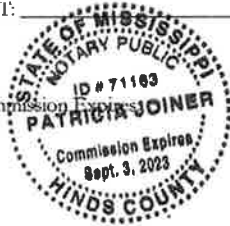
SO CERTIFIED this 18th day of February, 2022.

PICKERING FIRM, INC.


Rick Ferguson, P.E.

ATTEST:

My Commission Expires




Notary

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EXHIBIT 7

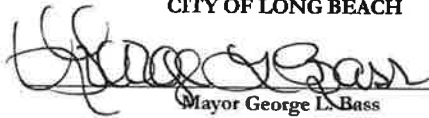
CERTIFICATION OF THE LPA

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 15 day of March, 2022

CITY OF LONG BEACH



Mayor George L. Bass

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with 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.

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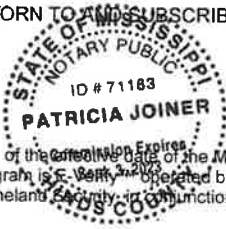
EEV* Company Identification Number [Required]

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* 2/10/22
Authorized Officer or Agent Date

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

SWORN TO AND SUBSCRIBED before me on this the 10th day of February, 2022.



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									
Intersection Improvements at Klondyke Road and 28th Avenue									
City of Long Beach									
Project Number STP-9394-00(001)LPA 108637-701000									
Pickering Firm, Inc.									
2/15/2022									
Task	Man-Hours	Sub-Consultant Fee	Salary Cost	Overhead	PCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Project Activation	14	\$0.00	\$661.32	\$1,298.80	\$1.18	\$1,961.59	\$0.00	\$293.23	\$2,106.84
Meetings	26	\$0.00	\$1,171.32	\$2,500.28	\$2.09	\$3,473.89	\$0.00	\$416.62	\$3,800.31
Environmental Studies	146	\$0.00	\$4,831.00	\$9,324.54	\$8.63	\$14,384.57	\$479.28	\$1,728.11	\$16,589.66
Design And ROW Survey	313	\$0.00	\$11,544.90	\$22,668.41	\$20.53	\$34,233.86	\$3,386.25	\$4,105.60	\$41,027.71
Geotechnical Subconsultant BCD, Inc.		\$9,229.92							\$9,229.92
Roadway Design	415	\$0.00	\$18,135.82	\$33,390.05	\$32.26	\$51,748.13	\$1,294.75	\$6,445.90	\$61,488.78
Bridge Hydraulics Subconsultant Gresham Smith		\$31,033.73							\$31,033.73
PS&E/Advertisement	76	\$0.00	\$3,363.04	\$6,603.53	\$5.99	\$9,972.36	\$75.60	\$1,195.26	\$11,245.32
Total	992	\$40,263.65	\$39,717.80	\$77,983.90	\$70.70	\$117,774.40	\$5,437.98	\$14,124.44	\$177,600.47
Grand Total									\$177,600.47

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

<p align="center">Project Activation Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Project Activation						
LPA 100			2			2
LPA 700/800			2			2
ENV-160-LPA			4			4
Pre-Design Conference	2		2			4
QA/QC Project Activation	2					2
Total Hours	4	0	10	0	0	14
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$236.52	\$0.00	\$425.00	\$0.00	\$0.00	\$661.52
		Overhead	%	196.35%		\$1,298.89
		Fixed Fee	%	12.00%		\$235.25
		FCCM Overhead	%	0.178%		\$1.18
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
Prints		Each	\$0.25	\$0.00		
Mileage		Miles	\$0.585	\$0.00		
¹ See State Travel Handbook						
				Total Direct Costs:		\$0.00
				Prime Total		\$2,196.84

<p align="center">Meetings Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 11/9/2021</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review						
Print And Distribute Plans			2			2
Conduct Plan In Hand Review			2			2
Prepare Field Review Report			2			2
Office Review						
Print Plans And Specifications			2			2
Compile Design Notebook			2			2
Prepare ROW Status Reports			2			2
Conduct Plan Review			4			4
Prepare Office Review Report			2			2
PS&E Assembly						
MDOT Coordination			4			4
QA/QC Meetings	4					4
Total Hours	4	0	22	0	0	26
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$236.52	\$0.00	\$935.00	\$0.00	\$0.00	\$1,171.52
		Overhead	%	196.35%		\$2,300.28
		Fixed Fee	%	12.00%		\$416.62
		FCCM Overhead	%	0.178%		\$2.09
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
Prints		Each	\$0.25	\$0.00		
Mileage		Miles	\$0.585	\$0.00		
¹ See State Travel Handbook						
				Total Direct Costs:		\$0.00
				Prime Total		\$3,890.51

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Environmental Studies Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022						
MDOT Process Item Description	Principal	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Total Hours
Environmental Documentation - ENV-160-LPA						
Land Use Impacts					1	1
Farmland Impacts					1	1
Social Impacts					1	1
Relocation Impacts					1	1
Economic Impacts					1	1
Joint Development					1	1
Considerations Relating To Pedestrians And Bicyclists					1	1
Air Quality Impacts					1	1
Noise Impacts					1	1
Water Quality Impacts					1	1
Permits				4		4
Wetland/Stream Impacts		1	4	16	8	29
Water Body Modification And Wildlife Impacts			2	16		18
Floodplain Impacts			1	8		9
Wild & Scenic Rivers					1	1
Coastal Barriers					1	1
Coastal Zone Impacts					1	1
Threatened Or Endangered Species			2	8	8	18
Historic And Archaeological Preservation/4(f) Lands			4	8		12
Hazardous Waste Sites			4	8		12
Visual Impacts			2	4	8	14
Energy					1	1
Construction Impacts					1	1
Environmental Justice Impacts					1	1
Permits						
NPDES				2		2
USACE				8		8

Environmental Studies Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022						
QA/QC Environmental Studies	2	3	19	82	40	146
Total Hours	2	3	19	82	40	146
Raw Labor Rates	\$60.00	\$57.00	\$44.00	\$32.00	\$27.50	
Labor Cost	\$120.00	\$171.00	\$836.00	\$2,624.00	\$1,100.00	\$4,851.00
			Overhead	%	196.33%	\$9,524.94
			Fixed Fee	%	12.00%	\$1,725.11
			FCCM Overhead	%	0.178%	\$8.63
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
Prints		Each	\$0.25			
Mileage	335	Miles	\$0.585	\$195.98		
Meals	2	Days	\$46.00	\$92.00		
Lodging	2	Days	\$96.00	\$192.00		
¹ See State Travel Handbook						
Total Direct Costs:						\$479.98
Prime Total						\$16,589.66

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Design And ROW Survey						
Intersection Improvements at Klondyke Road and 28th Avenue						
City of Long Beach						
Project Number STP-9394-00(001)LPA 108637-701000						
Pickering Firm, Inc.						
2/15/2022						
MDOT Process Item Description	Survey Manager	Project Surveyor	2 Person Survey Crew	Senior Technician	Survey Intern	Total Hours
Design Survey						
Establish Horizontal And Vertical Control	2		8		4	14
Compile Letters And Maps Of Survey Notifications	2				4	6
Topographic Mapping & Utility Survey	10		64		40	114
Hydraulic Survey (750' Upstream And Downstream)	2		8		4	14
Staking For Field Review	2		16		4	22
ROW Survey - Less Than 5 parcels						
Gather/Obtain Initial Deeds	4					4
Preliminary Property Map	4				8	12
Property Survey	16		16		16	48
Staking For ROW Acquisition	2		12		4	18
Acquisition Plats	10				20	30
Acquisition Deeds	5				8	13
QA/QC Design And ROW Survey	20					20
Total Hours	79	0	124	0	112	315
Raw Labor Rates	\$38.46	\$38.46	\$44.72	\$29.50	\$26.44	
Labor Cost	\$3,038.34	\$0.00	\$5,545.28	\$0.00	\$2,961.28	\$11,544.90
		Overhead	%	196.35%		\$22,668.41
		Fixed Fee	%	12.00%		\$4,105.60
		FCCM Overhead	%	0.176%		\$20.55
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
	Prints	Each	\$0.25	\$0.00		
	Milage	2,250 Miles	\$0.585	\$1,316.25		
	Meals	16 Days	\$46.00	\$736.00		
	Lodging	16 Days	\$96.00	\$1,536.00		
						Total Direct Costs: \$3,588.25
						Prime Total \$41,927.71

Geotechnical Investigations						
Intersection Improvements at Klondyke Road and 28th Avenue						
City of Long Beach						
Project Number STP-9394-00(001)LPA 108637-701000						
Burns Cooley Dennis, Inc.						
2/15/2022						
MDOT Process Item Description	Project Manager	Project Engineer	Draftsman	Permitting Technician	Clerical	Total Hours
Geotechnical						
Coordinate Field Investigation	1	2				3
Coordinate Lab Investigation	1	1				2
Examine Samples		1				1
Data Assimilation/Log Preparation		2	2			4
Report Preparation	6	10			2	18
Total Hours	8	16	2	0	2	28
Raw Labor Rates	\$80.00	\$45.00	\$25.00	\$25.00	\$20.00	
Labor Cost	\$640.00	\$720.00	\$50.00	\$0.00	\$40.00	\$1,450.00
		Overhead	%	172.73%		\$2,504.88
		Fixed Fee	%	12.00%		\$474.59
		FCCM Overhead	%	0.71%		\$10.30
Field And Lab	Quantity	Unit	Unit Price	Amount		
Field Equip. Mob/Demob	1	Lump Sum	\$500.00	\$500.00		
Drilling on Land, 0-70 ft	35	Feet	\$25.10	\$878.50		
Pavement Coring	3	Each	\$73.00	\$225.00		
Traffic Control	1	Lump Sum	\$750.00	\$750.00		
pH of Soils MT-30	2	Each	\$40.00	\$80.00		
Soil Resistivity MT-47	2	Each	\$75.00	\$150.00		
Atterberg Limits T 89 & T 90	9	Each	\$63.00	\$567.00		
Water Content T 265	21	Each	\$8.00	\$168.00		
% Finer Than The No. 200 Sieve T 11	6	Each	\$50.00	\$300.00		
Shrinkage Factor (Volume Change)	2	Each	\$75.00	\$150.00		
Soluble Sulfate Ion In Soils & Water MT-58	4	Each	\$150.00	\$600.00		
						Total Field And Lab: \$4,386.50
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
	Milage	690 Miles	\$0.585	\$403.65		
						Total Direct Costs: \$403.65
						Subconsultant Total \$9,229.92

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<p align="center">Roadway Design Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Field Review						
Title Sheet				2		2
Detailed Index				2		2
Typical Sections			2	2		4
Summary of Quantities						
Create SQ Sheets			1			1
Select Appropriate Pav Items			1			1
Plan And Profile Sheets						
Create Sheets			4			4
Sheet Clean Up And Organization				4		4
Add Notes And Pipes In Profile View				4		4
Horizontal Alignment Design						
Mainline			4			4
Establish Pavement And Shoulder Edge Lines			2			2
Vertical Alignment Design						
Mainline			4			4
Intersection Design						
Evaluate Sight Distance			4			4
Determine Turn Lane Configurations			4			4
Establish Turning Radii And Channelization			8			8
Drainage Design (D.A. < 1,000 acres)						
Calculate Drainage Area And Flow Rates For Drainage			4			4
Complete Hydraulic Culvert Data Form			4			4
Storm Drain Calculations			8			8
3D Model						
Create 3D Model For Mainline			8			8
Generate Proposed Cross Sections From Model			4			4
Determine Constructability Issues			4			4
Erosion Control Sheets						
Generate Plan View Sheets With Contours			4			4

<p align="center">Roadway Design Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Miscellaneous Sheets						
Special Design Sheets			2	4		6
Preliminary Permanent Striping			2	4		6
Preliminary Permanent Signing Plan			1	2		3
Traffic Signal Modification Sheets						
Traffic Signal Plan			24			24
Traffic Signal Details			8			8
Traffic Control Plan						
Evaluate Construction Phasing			8			8
TCP Sheets				4		4
TCP Typical Sections				4		4
Utility Coordination						
Review Existing Data And Information			8			8
Utility Coordination Meetings			8			8
Utility Accommodations			8			8
Special Requests			4			4
Process Utility Permits			8			8
Office Review						
Title Sheet				2		2
Detailed Index				2		2
General Notes				4		4
Typical Sections			4			4
Summary of Quantities						
Add Quantities			4			4
Add Footnotes			4			4
Estimated Quantity Sheets						
Earthwork			2			2
Drainage Structures			4			4
Permanent Erosion Control			2			2
Traffic Control			4			4

**Minutes of March 15, 2022
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<p align="center">Roadway Design Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Removal Items			2			2
Side Drains			2			2
Junction Boxes			2			2
Pavement Markings			2			2
Permanent Signing			2			2
Incidental Construction Items			2			2
Plan And Profile Sheets						
Sheet Clean Up And Organization				4		4
Design And Place Permanent Erosion Control Items				4		4
Place Earthwork Information				2		2
Traffic Control Plan						
Develop Phasing Narrative			4			4
Construction Signing Details				4		4
TCP Sheets				2		2
TCP Typical Sections				2		2
Address Corrections From MDOT TCP Check				2		2
Special Design Sheets						
Erosion Control Sheets				2		2
Intersection Detail Sheets				8		8
Pavement Marking Detail Sheets				4		4
Form Grade Sheets				8		8
Miscellaneous Detail Sheets				4		4
Control Points Sheet				4		4
Permanent Signing Sheets						
Permanent Signing Details				4		4
Traffic Signal Modification Sheets						
Traffic Signal Plan			12			12
Traffic Signal Details			4			4
Standard Drawings						
Determine Necessary Standards				2		2
Quantity Calculations			40			40

<p align="center">Roadway Design Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022</p>						
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
Submit Office Review Plans						
Submit Multi-Page PDF Files For Plans			2			2
Complete/Submit Phase B Checklist			2			2
Submit Quantity Calculations (1 Multi-Page PDF)			2			2
Submit CADD Files			2			2
QA/QC Roadway Design		24				24
Project Management	40					40
Total Hours	40	24	255	96	0	415
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$2,365.20	\$1,419.12	\$10,837.50	\$3,504.00	\$0.00	\$18,125.82
		Overhead	%	196.35%		\$35,590.05
		Fixed Fee	%	12.00%		\$6,445.90
		FCCM Overhead	%	0.178%		\$32.26
Direct Costs:	Quantity	Unit	Unit Price¹	Amount		
Prints	1,000	Each	\$0.25	\$250.00		
Mileage	350	Miles	\$0.585	\$204.75		
Traffic Counts (See Attached)	1	Each	\$840.00	\$840.00		
¹ See State Travel Handbook						
				Total Direct Costs:		\$1,294.75
				Prime Total		\$61,488.78

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FEMA Analysis/Hydraulics Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Gresham Smith 2/15/2022							
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Document Controller	Clerical	Total Hours
Bridge Hydraulics - FEMA No-Rise-DOES NOT INCLUDE CLOMR							
Hydraulic Models							
Develop Fema Model For Corrected Effective/Duplicate Effective Conditions		2	8				10
Develop Fema Model For Existing Conditions		4	8				12
Develop Fema Model For Proposed Conditions		4	32				36
Develop Proposed Encroachment (Floodway) Analysis		4	16				20
Create Project Description Document			2				2
Hydraulic Report And Recommendations							
Narrative That Describes The Project Scope			2	1			3
Statements Defining Additional Source Of Information Including Cross-Sections And Topo Data			1	1			2
Design Alternatives		1	2	2			5
Analysis Considerations		1	2	2			5
Supporting Documentation Stating Analysis Procedures			2	1			3
Documentation Of All Modifications Made To Models			4	2			6
Recommendations And Details			2	2			4
Tables Comparing Water Surface Elevations			1	4			5
Tables Comparing Velocities			1	4			5
Documentation Of No-Rise/No-Impact		2		2			4
Documentation Of Recommended Measures To Minimize Impacts And Risk			2	2			4
Documentation Of Grade Changes			1	1			2
Aerial Photographs And Topographic Maps With Proposed Alignments And Span Arrangements			1	1	2		4
Photographs			1	2	2		5
Site Visit		8	8	8			24
QA/QC Bridge Hydraulics		16	16				32
Project Management	4	18	2			18	42
Total Hours	4	60	114	35	4	18	235
Raw Labor Rates	\$80.13	\$69.71	\$39.66	\$32.19	\$25.24	\$25.04	
Labor Cost	\$320.54	\$4,182.60	\$4,521.24	\$1,126.56	\$100.96	\$454.32	\$10,706.22
			Overhead	%	(30.87%)		\$16,787.35
			Fixed Fee	%	(2.11%)		\$3,299.23
			FCCM Overhead	%	(1.48%)		\$51.39
Direct Costs:	Quantity	Unit	Unit Price ¹	Amount			
	Prints	Each	\$0.25	\$0.00			
	Mileage	324 Miles	\$0.585	\$189.54			
	Meals	Days	\$46.00	\$0.00			
	Lodging	Days	\$96.00	\$0.00			
	<small>¹ See State Travel Handbook</small>						
Total Direct Costs ¹							\$189.54
Subconsultant Total							\$31,033.73

PS&E Assembly/Advertisement Intersection Improvements at Klondyke Road and 28th Avenue City of Long Beach Project Number STP-9394-00(001)LPA 108637-701000 Pickering Firm, Inc. 2/15/2022							
MDOT Process Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours	
PS&E Assembly							
Right of Way Certification			2			2	
Utility Certification			2			2	
Encroachment Certification			2			2	
Hazardous Waste Certification			2			2	
Asbestos Abatement Certification			2			2	
Compose Letters			2			2	
Compile Forms			2			2	
Print Plans			2			2	
Assemble Specifications			40			40	
Material Checklist			2			2	
Advertisement							
Print Plans and Specifications			2			2	
Prepare Advertisement			2			2	
Bidder Coordination			2			2	
Receive & Evaluate Bids			2			2	
Assemble Bids and Submit			2			2	
QA/QC PS&E Assembly/Advertisement	8					8	
Total Hours	8	0	68	0	0	76	
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69		
Labor Cost	\$473.04	\$0.00	\$2,890.00	\$0.00	\$0.00	\$3,363.04	
			Overhead	%	196.35%	\$6,603.33	
			Fixed Fee	%	12.00%	\$1,195.96	
			FCCM Overhead	%	0.178%	\$5.99	
Direct Costs:	Quantity	Unit	Unit Price ¹	Amount			
	Prints	300 Each	\$0.25	\$75.00			
	<small>¹ See State Travel Handbook</small>						
Total Direct Costs:							\$75.00
Prime Total							\$11,243.32

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Mayor and Board of Aldermen



Southern Traffic Services, Inc.

2911 Westfield Road
Phone: 800-786-3374

Gulf Breeze, FL 32563
Fax: 850-934-0373

October 26, 2021

Rick Ferguson, P.E.
Pickering Firm, Inc.
2001 Airport Rd, Suite 201
Flowood, MS 39232

RE: Cost Proposal for TMC in Long Beach, MS

Mr. Ferguson:

The total fee for collecting the requested turning movement count will be \$840.

1 - 12-hour Turning Movement Count (1 camera) = \$840.00
Klondyke Rd @ 28th St

Thank you for contacting Southern Traffic Services, Inc. regarding your data collection needs. We have availability to collect this count as soon as the week beginning November 8th. If you need any additional information, please don't hesitate to contact me at 850-934-5732 ext. 103.

Brandi Smith
Project Manager

There came on for discussion Medical Cannabis Act, whereupon Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to review again at the last board meeting prior to the 90 day opt-out period expiring.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a Work Session for Pavement Planning Website training with SMPDD, discussion of Fire Station #3 and discussion of Bonding Capacity on Tuesday, March 22, 2022 at 11:30 am., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

There came on for discussion Zoning of Annexed Property, whereupon Alderman Frazer apprised the Board of an error in the zoning of several properties during friendly annexation. After further discussion, Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to direct the Planning Commission to re-assess the zoning of these parcels with the assistance of City Attorney Steve Simpson.

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Mayor and Board of Aldermen

There came on for discussion Pineville/Daugherty Rd Ditch Estimate, whereupon Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve an expenditure of \$2,000 to purchase materials and fill in the aforementioned ditch.

There came on for discussion the Long Beach Corridor – Phase I Re-bid, whereupon Architect Christian Preus provided the following:



Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

February 24, 2022

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

REFERENCE: LONG BEACH CORRIDOR – PHASE 1 REBID

Ladies and Gentlemen:

We received the attached bid for the above referenced project at 10:00 A. M. on February 8, 2022. The one responsive bidder, Orocon Construction, LLC, provided a price that exceeds the available funds the City of Long Beach has for this project.

Since, only one bid was received and it exceeds the available funds, we recommend rejection of the bid and to consider rebidding this Project with a paired down scope. Please find the description of two scope options in the attachment and let us know which one you would like to proceed with. Once a direction is decided, we can provide a fee for the plan modifications and bidding.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

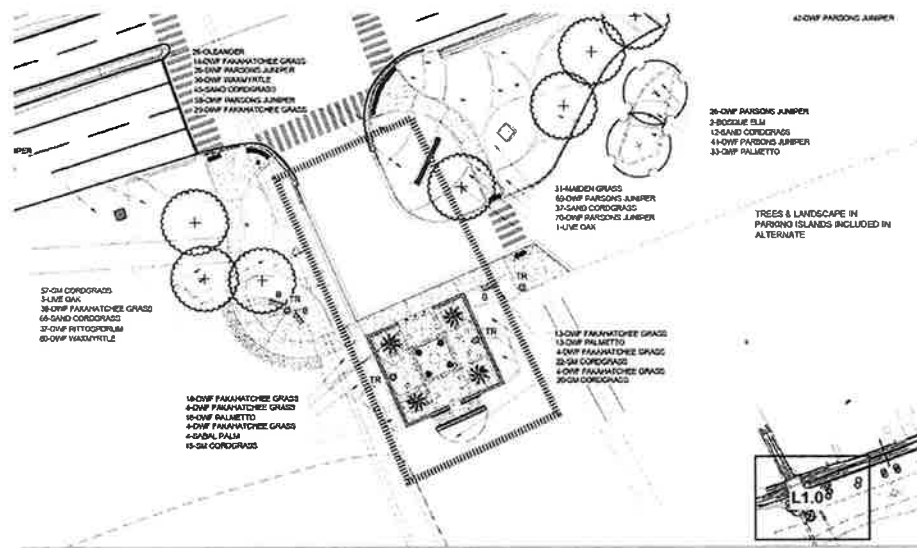
Sincerely,

Christian Preus, PLA
CPLA Principal

Attached: Scope Modification Options
Certified Bid Tab

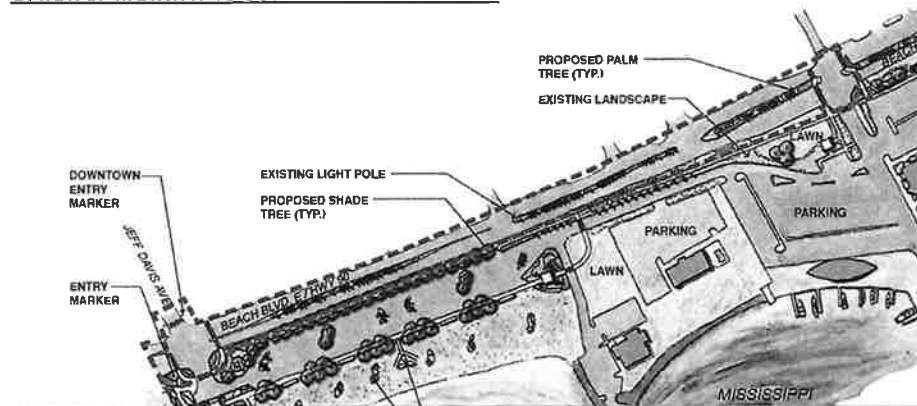
SCOPE MODIFICATION OPTIONS

OPTION A: TOWER & PLAZA



Based on the pricing received in the last bid, Option A would allow for demolition in this area, curb work along the entry drive, and the construction of the tower, plaza and walls surrounding the tower in the area outlined in RED above. Lighting for the tower would be included in this bid package.

OPTION B: HIGHWAY 90 CORRIDOR ENHANCEMENTS



Based on the pricing received in the last bid, Option B would allow for the installation of a few of the entry markers, and the landscape, irrigation, and striping enhancements along the Highway 90 Corridor in the area outlined in RED above.

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

BID TABULATION
 PROJECT NAME:
 PROJECT NUMBER:
 BID OPENING DATE:
 TIME:
 LOCATION:
 NUMBER OF BIDS RECEIVED:
 NUMBER OF ADDENDA:


City of Long Beach
LONG BEACH CORRIDOR - PHASE I
BID NUMBER:
February 8, 2022
10:00 AM
Office of the City Clerk at City Hall
201 Jeff Davis Avenue, Long Beach, MS 39560

PROFESSIONAL:

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE

PROPOSED BIDDERS		General Contractor License Number	5% Bid Security	Acknowledge Addenda	BASE BID	ALTERNATE TOTAL	TOTAL BASE BID
Orocon Construction, LLC		15577-MC	yes	yes	\$ 2,146,997.78	\$479,450.00	\$2,626,447.78

I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (After having checked the Contractor's Name and General Contractor License # at the Contractor's Board and the Contractor's Name at the Secretary of State's Office.


 Christian Preus, PLA
Christian Preus Landscape Architecture, PLLC

February 9, 2022
 Date

Minutes of March 15, 2022 Mayor and Board of Aldermen

CITY OF LONG BEACH TABULATION and Recommendation
BID Long Beach Corridor - Phase 1 Rebid
BID OPENING: February 8, 2021

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	Orcon Construction, LLC	
				UNIT PRICE	AMOUNT
GENERAL					
100	Mobilization	LS	1	\$ 171,332.00	\$ 171,332.00
101	Traffic Control	LS	1	\$ 72,967.00	\$ 72,967.00
102	Unforeseen Conditions (ALLOWANCE)	LS	1	\$ 35,000.00	\$ 35,000.00
SUB-TOTAL GENERAL					\$ 279,299.00
CIVIL SITE WORK					
200	Curb and Gutter	LF	217	\$ 44.22	\$ 9,595.74
201	Thermoplast Stripping (As Per Plan)	LF	352	\$ 102.49	\$ 36,076.48
202	Grading & Site Prep	LS	1	\$ 58,187.00	\$ 58,187.00
203	Select Fill Material (Plaza & Sidewalk Areas)	CY	600	\$ 29.09	\$ 17,454.00
SUB-TOTAL CIVIL SITE WORK					\$ 121,313.22
ARCHITECTURAL					
301	Tower	EA	1	\$ 701,285.00	\$ 701,285.00
302	City Entry Pylon	EA	1	\$ 74,668.00	\$ 74,668.00
303	Downtown Entry Pylon	EA	2	\$ 53,506.50	\$ 107,013.00
SUB-TOTAL ARCHITECTURAL					\$ 882,966.00
HARDSCAPE					
401	Concrete Sidewalks	SY	496	\$ 141.84	\$ 70,352.64
402	CIP Wall at Plaza	LF	164	\$ 579.77	\$ 95,082.28
403	CIP Wall at Sidewalk	LS	1	\$ 29,429.00	\$ 29,429.00
404	CIP Pre-Cast Cheek Wall	LF	26	\$ 744.54	\$ 19,358.04
405	Steps from Plaza (Decorative Concrete - Integral Color)	SY	20	\$ 761.75	\$ 15,235.00
406	Steps from Sidewalk (Standard Broom Finish)	SY	32	\$ 1,395.59	\$ 44,658.88
407	Decorative Concrete Plaza at Tower & Base Material	SF	1,965	\$ 57.85	\$ 113,675.25
408	Handrails	LF	45	\$ 70.76	\$ 3,184.20
409	Stainless steel Bollard	EA	3	\$ 1,173.67	\$ 3,521.01
410	ADA Pavers at Intersections	SF	265	\$ 30.04	\$ 7,960.60
SUB-TOTAL HARDSCAPE					\$ 402,456.90
LANDSCAPE					
500	Live Oak	EA	7	\$ 707.14	\$ 4,949.98
501	Bosque Elm	EA	24	\$ 671.13	\$ 16,107.12
502	Sabal Palm (16' Ht.)	EA	97	\$ 707.61	\$ 68,638.17
503	Oleander (3 gal.)	EA	49	\$ 32.35	\$ 1,585.15

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Long Beach Corridor - Phase 1

Bid Proposal

Page 5 of 6

504	Dwarf Palmetto (3 gal.)	EA	64	\$	32.34	\$	2,069.76
505	Saw Palmetto (3 gal.)	EA	42	\$	35.90	\$	1,507.80
506	Dwarf Waxmyrtle (3 gal.)	EA	424	\$	35.04	\$	14,856.96
507	Dwarf Pittosporum (3 gal.)	EA	37	\$	34.14	\$	1,263.18
508	Sand Cordgrass (1gal.)	EA	456	\$	13.72	\$	6,256.32
509	Saltmeadow Cordgrass (1 gal.)	EA	162	\$	13.72	\$	2,222.64
510	Maiden Grass (1 gal.)	EA	110	\$	11.94	\$	1,313.40
511	Dwarf Fakahatchee Grass (1 gal.)	EA	286	\$	12.81	\$	3,663.66
512	Coral Drift Rose (3 gal.)	EA	425	\$	32.34	\$	13,744.50
513	Dwarf Parsons Juniper (3 gal.)	EA	915	\$	24.27	\$	22,207.05
514	Evergreen Stella Daylily (1 gal.)	EA	93	\$	11.92	\$	1,108.56
515	Walkers Low Catmint (1 gal.)	EA	552	\$	14.61	\$	8,064.72
516	Bicolor African Iris (1 gal.)	EA	443	\$	11.02	\$	4,881.86
517	Sod	SY	1,232	\$	9.91	\$	12,209.12
518	Approved Hardwood Mulch (3" - Areas in ROW)	CY	154	\$	82.96	\$	13,605.44
519	Pine Straw Mulch (3" - Beach & ROW)	BALE	959	\$	12.97	\$	12,498.23
520	Weed Fabric (ROW Only)	SY	2,000	\$	1.66	\$	3,320.00
521	2" Topsoil Mix	CY	308	\$	51.08	\$	15,732.64
522	6" Bed Prep Mix	CY	705	\$	51.08	\$	36,011.40
523	Irrigation	LS	1	\$	133,892.00	\$	133,892.00
SUB-TOTAL LANDSCAPE							\$ 401,649.86
ELECTRICAL							
600	Electrical & Lighting	LS	1	\$	59,313.00	\$	59,313.00
SUB-TOTAL ELECTRICAL							\$ 59,313.00
BASE BID							\$ 2,146,987.78
ALTERNATES							
ALT 1	Harbor Sign & Uprights for Sign	LS	1	\$	264,000.00	\$	264,000.00
ALT 2	Parking Lot Planting & Irrigation	LS	1	\$	54,600.00	\$	54,600.00
ALT 3	Site Furnishings	LS	1	\$	18,150.00	\$	18,150.00
ALT 4	One Year Maintenance (Per Drawings) - if Alternate is taken, the Maintenance agreement will be a separate contract with the City	LS	1	\$	30,500.00	\$	30,500.00
ALT 5	Nicholson Pylon & Uplight	LS	1	\$	68,200.00	\$	68,200.00
ALT 6	Demolition as shown in plans	EA	1	\$	44,000.00	\$	44,000.00
ALTERNATE TOTALS							\$ 479,450.00

BID TABULATION
 PROJECT NAME: **City of Long Beach
Long Beach Corridor - Phase I**
 PROJECT NUMBER: **BID NUMBER:**
 BID OPENING DATE: **February 8, 2022**
 TIME: **10:00 AM**
 LOCATION: **Office of the City Clerk at City Hall
201 Jeff Davis Avenue, Long Beach, MS 39560**

Contractor	Mississippi General Contractors Board				Mississippi Secretary of State			
	Name as shown on ABOC	License Number	Expires	Specialty	Name as shown on SOS	Entity ID	Type	Status
Orocon Construction, LLC 325 Reynoir Street (39530) P. O. Box 1992 (39533) Biloxi, MS 228-432-5922 Cert Of Resp: 15577-MC	Same	15577-MC	7/8/2022	Building Construction, Construction Management, Heavy Construction, Roofing, Sheetmetal, Siding, Waterproofing	Same	891620	LLC	Good Standing

Minutes of March 15, 2022 Mayor and Board of Aldermen

**CITY OF LONG BEACH
BID PROPOSAL**

Proposal of Orocon Construction, LLC
(hereinafter called "Bidder"), organized and existing under the laws of the State of
Mississippi doing business as Orocon Construction, LLC

To the City of Long Beach, Mississippi, (hereinafter called "Owner")
Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

LONG BEACH CORRIDOR - PHASE I RE-BID

BID OPENING: February 8, 2022, 10:00 AM

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part.

Bidder hereby agrees to commence work under this contract as stated hereafter in this proposal on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the specified Contract Time hereafter. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 dated February 3, 2022
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

*Insert corporation, partnership or individual as applies

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

BID OPENING: February 8, 2022, 10:00 AM

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	TOTAL	
				UNIT PRICE	AMOUNT
GENERAL					
100	Mobilization	LS	1	171,332	171,332
101	Traffic Control	LS	1	72,967	72,967
102	Unforeseen Conditions (ALLOWANCE)	LS	1	\$ 35,000.00	\$ 35,000.00
SUB-TOTAL GENERAL					279,299
CIVIL SITE WORK					
200	Curb and Gutter	LF	217	44.32	9,596
201	Thermoplastic Striping (As Per Plans)	LF	352	102.42	36,076
202	Grading & Site Prep	LS	1	58,107	58,107
203	Select Fill Material (Plaza & Sidewalk Areas)	CY	600	29.02	17,456
SUB-TOTAL CIVIL SITE WORK					121,315
ARCHITECTURAL					
301	Tower	EA	1	701,285	701,285
302	City Entry Pylon	EA	1	74,668	74,668
303	Downtown Entry Pylon	EA	1	53,506	53,506
SUB-TOTAL ARCHITECTURAL					829,459

D.K.
107,013
882,966

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HARDSCAPE					
501	Concrete Site Work	SY	490	141.85	70,354
502	EP Wall at Plaza	LF	168	579.22	95,082
504	EP Wall at SideWalk	LS	1	29,429	29,429
508	EP Pier and Churn Wall	SY	26	744.54	19,358
505	Steps from Plaza (Decorative Concrete - Integral Color)	SY	20	761.25	15,235
506	Steps from Sidewalk (Standard Broom Finish)	SY	32	1,395.29	44,659
507	Decorative Concrete Plaza at Tower & Base Material	WF	1885	57.02	113,684
508	Handrails	LF	45	70.70	3,181.00
509	Stainless Steel Dallard	EA	1	1,178.67	1,178.67
530	ADA Pavers at Intersections	SY	205	30.04	6,158.00
SUB-TOTAL HARDSCAPE					402,467

LANDSCAPE					
500	Ever Oak	EA	7	727.04	5,089.00
501	Banquet Elm	EA	24	613.13	14,717.00
502	Salal Palm (1 gal)	EA	37	307.61	11,378.00
503	Oleander (1 gal)	EA	48	37.35	1,791.00
504	Dwarf Palmetto (1 gal)	EA	64	42.34	2,700.00
505	New Palmetto (1 gal)	EA	12	35.50	426.00
506	Shrub Camellia (1 gal)	EA	428	35.01	14,984.00
507	Dwarf Pittosporum (1 gal)	EA	47	34.14	1,603.00
508	Sand Nandina (1 gal)	EA	656	11.77	7,710.00
509	Wintergreen Dogwood (1 gal)	EA	162	18.72	3,032.00
510	Manis Grass (1 gal)	EA	110	13.94	1,533.00
511	Dwarf Ficus (1 gal)	EA	286	12.61	3,605.00
512	Coastal Juniper (1 gal)	EA	435	32.34	14,168.00
513	Dwarf Ficus (1 gal)	EA	915	24.74	22,637.00
514	Evergreen Stella Daily (1 gal)	EA	93	11.92	1,109.00
515	Walkers Low Column (1 gal)	EA	152	14.63	2,224.00
516	Rounder African Lily (1 gal)	EA	443	11.02	4,882.00
517	Soil	SY	1222	9.91	12,205.00
518	Approved Hardwood Mulch (3" - Areas in ROW)	WF	164	82.96	13,606.00
519	Flire Straw Mulch (3" - Dech & ROW)	BALE	658	12.92	8,500.00
520	Weed Fabric (ROW Only)	SY	2000	1.66	3,319.00
521	2" Topsoil Area	CY	308	51.08	15,733.00
522	6" Bed Prep Mix	CY	705	11.08	7,811.00
523	Irrigation	LS	1	143,812.00	143,812.00
SUB-TOTAL LANDSCAPE					401,654.00

ELECTRICAL					
501	Electrical & Lighting	LS	1	59,313	59,313
SUB-TOTAL ELECTRICAL					59,313

BASE BID					
					2,147,014

ALTERNATES					
ALT 1	Interior Sign & Uplights for Sign	LS	1	264,000	264,000
ALT 2	Parking Lot Planting & Irrigation	LS	1	54,000.00	54,000.00
ALT 3	Site Furnishings	LS	1	18,150.00	18,150.00
ALT 4	One Year Maintenance (Per Drawing) - If Alternate is taken, the Maintenance Agreement will be a separate contract with the City	LS	1	20,500.00	20,500.00
ALT 5	Nicholson Nylon & Uplight	LS	1	68,200	68,200
ALT 6	Demolition as shown in plan	LS	1	44,000	44,000
ALTERNATE TOTALS					479,450

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Mayor and Board of Aldermen

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

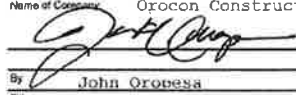
Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of:

Five percent of the amount bid
(\$ 5% of the amount bid)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. In the event of the failure of the successful Bidder to enter into the contract within the time period specified, the Owner has the right to rescind the award and award the contract to the next lowest, responsible, responsive bidder.

Respectfully submitted: February 8, 2022

Name of Company Orocon Construction, LLC


By John Orosesa
Title Managing Member

(SEAL - if bid is by corporation)

Address:
Street 325 Reynoir Street
P.O. Box P.O. Box 1922 (Biloxi, MS 39533)
City Biloxi
State MS, 39530
Telephone 228 432 5922
Cart of Resp No 15577-MC

After considerable discussion, Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to not re-bid this project at this time.

Alderman McGoey left the meeting at this time.

There came on for discussion Beatline Parkway Environmental Study, whereupon Alderman Bennett made motion seconded by Alderman McCaffrey to end the aforementioned project. The question being put to a roll call vote, the result was as follows:

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

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

There came on for discussion Speed Limit Girard/Trautman, whereupon Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously

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carried to reduce the speed limit on Girard Avenue and Trautman Avenue from 30 miles per hour to 25 miles per hour south of the railroad tracks.

There came on for discussion #5 Barbara Court, whereupon Mayor Bass apprised the Board of a situation where damage by city contractors inadvertently occurred to the homeowner's water pipes while probing to find the shut-off. The Mayor also stated that the homeowner, Ms. Anne Scafide, had incurred substantial expense to repair the damaged lines. After further discussion, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to turn this claim over to our insurance, and if denied, authorize the City to reimburse her from general funds.

There came on for discussion 413 W Old Pass Road, whereupon Mayor Bass apprised the Board that a tree located in the right of way behind the property had fallen onto the house. Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to remove the tree.

Mayor Bass apprised the Board of his trip to Jackson earlier in the week, and through conversations with the Governor, Senators, Representative Bennett, and MDA potential funding for the harbor was identified from GOMESA and the Gulf Coast Restoration Fund (GCRF). No action was required or taken regarding this matter.

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

Police Department:

- Resignation, Lieutenant Daniel Pavolini, effective March 17, 2022
- Termination, Police Officer 1st Class Antwan Jones, effective March 9, 2022

Fire Department:

- Step Increase, Firefighter Jared Bass, FS-9-I, effective April 1, 2022
- Step Increase, Driver/Operator Cody Carroll, FS-10-II, effective April 1, 2022
- Step Increase, Driver/Operator Richard Dubuisson, FS-10-V, effective April 1, 2022
- Step Increase, Driver/Operator Justin Platt, FS-9-I, effective April 1, 2022

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to accept the February 2022 Revenue/Expense Report as submitted.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Budget Amendment for FY 2022 for the Library:

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General</u>	Date	<u>3/15/2022</u>
Department #	<u>410</u>	Budget Entry #	<u> </u>
Department Name	<u>Library Grants</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 410-610700	-	-	7,961	7,961
Grant Revenue 010-460300			(7,961)	(7,961)
				-

Amendment to budget funds to be received for various Library Grants.

Amendment #9



Memo

To: Kini Gonsolin
From: Denise Saucier
cc:
Date: 3/2/2022
Re: Grant accounts

Hello Kini,

The library has been granted three grants. We have one ARPA grant for \$5,000.00 and two LSTA grants that will total \$3,000.00.

Can we create a grant account for library materials within the 410 account line?

For example: 410-613000 for library materials? The total amount for this account would be the combined total of all these grants at \$8,000.00.

Thank you,
 Denise

Minutes of March 15, 2022
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Letter Agreement for time extension for Pineville Road Sidewalks Phase I:

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



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

March 11, 2022

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


**RE: Letter Agreement 1 – Time Extension
Pineville Road Road Sidewalk Phase II
STP-9083-00(002)LPA/107918-701000**

Ladies and Gentlemen:

Work on this project continues, with MDOT-reviewed plans well underway. During our reviews with MDOT, it has become clear that right-of-way for the sidewalk must be acquired from several property owners in order to fit the needed improvements into public lands. We are working with MDOT on beginning that process and hope to have something for your review soon.

During our coordination with MDOT, it has become evident that we inadvertently allowed the contract time to expire on this project on June 30, 2021. If it's acceptable to the City, there is a simple solution which is detailed in the attached "Letter Agreement". In summary, the City could approve the time extension per the attached document to retroactively extend contract time. The date of execution needs to be June 16, 2021 (or a date prior to June 30, 2021).

We hope this solution will be acceptable to the City so that we can continue the work on this project.

Sincerely,

David Ball, P.E.

DB:1045
Enclosure

Minutes of March 15, 2022
Mayor and Board of Aldermen

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



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

June 16, 2021

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

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

Ladies and Gentlemen:

Overstreet & Associates, PLLC (the CONSULTANT) entered into a Contract with the City of Long Beach (the LPA) on the 19th day of May 2020 to provide the services of preliminary engineering for the project Pineville Road Sidewalk Phase II. In order to facilitate continued work on this project, we request that the Contract time be extended by one (1) calendar year.

This request will not alter or modify the goals or objectives of the project, the scope of work, or the maximum compensation allowed for this CONTRACT.

This Letter Agreement in no way modifies or changes this CONTRACT of which it becomes a part except as specifically stated herein.

This agreement will be effective starting June 29, 2021.

Therefore, this Letter of Agreement is so accepted and agreed this 15th day of JUNE, 2021.

City of Long Beach

Mayor George Bass

6.15.2021

DATE

Overstreet & Associates

Jason Overstreet, P.E.

6.15.2021

DATE

DB:1045

Minutes of March 15, 2022
Mayor and Board of Aldermen

It came on for discussion Miscellaneous Asphalt Repairs, 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

March 11, 2022

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

RE: Misc. Asphalt Repairs

Ladies and Gentlemen:

At some of the previous meetings, there has been discussion about several asphalt repairs needed throughout the City. Joe Culpepper and I have examined the known areas and we have assembled an estimated scope of work and cost for each repair area, which is summarized below:

- Pineville/Beatline intersection – Mill & Overlay (\$3,500)
- Cleveland/Klondyke intersection – Mill & Overlay/Widen to the south (\$5,500)
- N. Gates – Mill tie-ins & Overlay (\$12,500)
- Commission, E. of Dauro – Mill & Overlay (\$2,500)
- Girard @ Cemetery Culvert – Mill & Overlay (\$3,000)

If acceptable to the City, we can coordinate the issuance of Purchase Orders for the performance of these repairs. Furthermore, we are happy to provide on-site inspection during these paving repairs using the hourly rates in our master services agreement. We request your direction to proceed in such a manner.

Sincerely,

David Ball, P.E.

DB:539

After continued discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize the asphalt repairs as noted in the aforesaid letter.

**Minutes of March 15, 2022
Mayor and Board of Aldermen**

It came on for discussion the Utility Pole at Klondyke/Commission Road Intersection, whereupon Public Works Director Joe Culpepper provided the following quote for replacement:

COMMERCIAL ELECTRIC OF LB INC
821 N NICHOLSON AVENUE
Long Beach MS 39560
228-860-0410
redotheresa@gmail.com

Quote

Date	Quote #
6/9/2021	164

Name / Address
City of Long Beach 201 Jeff Davis Ave. Long Beach, MS 39560

Description	Qty	Total	Rep	Project
3/8 Guy Wire	250	244.95		
1/4 Guy Wire	250	176.80		
3/8 Automatics Strand Vice	8	241.36		
1/4 Automatics Strand Vice	8	162.24		
Bucket Truck	4	600.00T		
Hourly Labor	20	1,700.00T		
Labor and material to demo broken pole on corner of Klondyke and Commission Rd. We will install new pole supplied by City. We will supply and install new guy wire and automatics. Our quote doesn't include any traffic lights or hooking up any electrical. This quote doesn't include tax. If you don't have a tax number that we can use, tax will need to be added. We will also need the brackets that were on the pole that was taken down. They come with the pole. Please let me know if you have any questions. MPC Non Taxable				0.00
Total				\$3,125.35

After continued discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to authorize the installation of the utility pole per the foregoing quote.

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

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

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Mayor and Board of Aldermen

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