

**Minutes of July 18, 2023
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JULY 18, 2023
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. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Chamber of Commerce – Small Business**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. July 5, 2023 Recess**
 - b. July 11, 2023, Work Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. July 13, 2023 Regular**
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 071323**
- VIII. UNFINISHED BUSINESS**
 - 1. Purchase & Sales Agreement – Stageline Mobile Stage, Inc.**
- IX. NEW BUSINESS**
 - 1. Johnson Road Generator – Alderman Frazer**
 - 2. Speed Limit Signs – Alderman Parker**
 - 3. Amended Grant Agreement – MDA; Quarles House**
 - 4. Amended Grant Agreement – MDA; Downtown Revitalization**
 - 5. State Aid Grant Agreement – MS Library Commission; Health & Life Ins.**
 - 6. Engineer Selection for CE&I – Klondyke/Commission Project; Pickering Firm**
 - 7. GOMESA Grant Application Authorization**
 - 8. Property Tax Exemption – Revival Property LB112, LLC**
 - 9. Award – Construction Manager Advisor; Andercorp**
 - 10. Resignation – Public Defender; Ed Edwards**
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept. – Resignations (2)**
 - 3. CITY CLERK**
 - a. Revenue/Expense Report – June 2023**
 - b. Budget Amendment FY 23 – Fire Dept.**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Contract – N Jeff Davis Extension; Bottom 2 Top Construction**
 - b. Contract – Edmund Subdivision Water System Imp.; Overstreet & Associates**
 - 7. PUBLIC WORKS**
 - a. Asphalt Bid**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. HARBOR**
 - 11. COMMUNITY AFFAIRS**
 - a. Mayor's Youth Council**
 - 12. DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
 - 1. Update on 100 LaRosa Road; Sheila Ladner**
 - 2. Update on Darwell's Lease**
 - 3. Update on Dynsmore Subdivision Wall**
- XII. 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 July,

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2023, 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: Aldermen Donald Frazer (Mayor Pro Tempore), Patrick 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.

Absent the meeting was Mayor George L. Bass.

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

The Long Beach Chamber of Commerce presented small business grants to Canine Coaching with Chris and Studio E.

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the following additions to the Municipal Docket:

- Item #11 under New Business – Discussion – Drainage on W Old Pass Road; Alderman McCaffrey
- Item #12 under New Business – Harbormaster Building Elevator Monitoring Contract
- Item a. under Department Business, 12. Derelict Properties – Discussion – Derelict Properties and Environmental Court; Alderman Brown
- Item c. under Departmental Business, 6. Engineering – Change Order – Trautman Basin Wastewater Improvements; Bottom 2 Top Construction

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the minutes of the Recess meeting dated July 5, 2023 and Work Session meeting dated July 11, 2023 of the Mayor and Board of Aldermen, as submitted.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated July 13, 2023, as submitted.

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Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve payment of invoices listed in Docket of Claims number 071823, as submitted.

Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to approve the Purchase & Sales Agreement with Stageline Mobile Stage, Inc. subject to receiving a corrected agreement inclusive of the amendments represented to City Attorney Steve Simpson.

There came on for discussion Johnson Road Generator, whereupon Mayor Pro Tempore Frazer recognized Harrison County Utility Authority Executive Director John Wilson who explained the need to replace the generator at the Johnson Road pump station at an approximate cost of \$100,000. This replacement will be 90% reimbursed by FEMA as a Hurricane Zeta repair, but must be paid for up front. After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize Mr. Wilson to obtain a line of credit to provide the cash flow necessary to make the purchase and seek reimbursement from FEMA.

There came on for discussion Speed Limit Signs, whereupon Public Works Director Joe Culpepper apprised the Board that he had received a quote to replace the speed limit signs on the streets that the Board approved the reduced speed limit at the July 5, 2023 meeting. After further discussion, Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to authorize Mr. Culpepper to order the 35 signs at a cost of \$1,325.

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Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the following Amended and Restated Grant Agreement with Mississippi Development Authority Gulf Coast Restoration Fund Program for Quarles House, and authorize the Mayor Pro Tempore to execute same:

**MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT**

**City of Long Beach
Harrison County, Mississippi
GCRF-20-24**

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This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")) and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

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WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

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Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to

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prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

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- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

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- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

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- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

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- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

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arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)

By: _____
Laura Hipp, Deputy Executive Director


ATTEST:

Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: 
Mayor George Bass
Mayor Pro Tempore Donabl Frazer

ATTEST:


Title: City Clerk

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**Annex A
to
Amended and Restated Grant Agreement**

- Item 1-** **Name of Entity:** City of Long Beach
- Item 2A-** **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Long Beach with building construction and site work costs and other eligible expenditures as approved by MDA at the approved project site located at the Quarles House in Long Beach, Harrison County, Mississippi ("Project Site"). The Project Site is located at 181 East Old Pass Road. Internal labor will not be reimbursable.
- Item 2B-** **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
- Item 3-** **Grant Amount:** \$2,000,000
- Item 4-** **Grant Terms and Conditions**
- MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.
- The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.
- The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.
- Item 5-** **Grant Performance Metrics**
- The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the building and site improvements by June 30, 2024; and (2) The Quarles House will hold at least one (1) paid event within two (2) years after the completion of the restoration project but no later than by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Long Beach
Post Office Box 929
Long Beach, Mississippi 39560
Attention: Ms. Kini Gonsoulin, Deputy City Clerk

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ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HARRISON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 18th day of July, 2023, within my jurisdiction, the within named Donald Frazer, who acknowledged he/she is the Mayor Pro Tempore of The City of Long Beach City, and that for and on behalf of said Board of Aldermen, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Aldermen so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of July, 2023.

Kini Gonsoulin
Notary Public

My Commission Expires:
8/27/2025

[SEAL]



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Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Amended and Restated Grant Agreement with Mississippi Development Authority Gulf Coast Restoration Fund Program for Downtown Revitalization, and authorize the Mayor Pro Tempore to execute same:

**MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT**

**City of Long Beach
Harrison County, Mississippi
GCRF-20-23**

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This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

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WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

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Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to

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prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

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- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

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- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

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- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

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- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

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arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)

By: _____
Laura Hipp, Deputy Executive Director


ATTEST:

Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: 
Mayor George Bass
Mayor Pro Tempore Donald Frazer

ATTEST:


Title: city clerk

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**Annex A
to
Amended and Restated Grant Agreement**

- Item 1-** **Name of Entity:** City of Long Beach
- Item 2A-** **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Long Beach with road construction, building rehabilitation and building construction costs and other eligible expenditures as approved by MDA at the approved project sites located at Long Beach City Hall and along Jeff Davis Avenue in Long Beach, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.
- Item 2B-** **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
- Item 3-** **Grant Amount:** \$2,000,000
- Item 4-** **Grant Terms and Conditions**
- MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.
- The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.
- The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.
- Item 5-** **Grant Performance Metrics**
- The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the North Jeff Davis Avenue extension and sidewalk projects by June 30, 2024; and (2) The City will complete the Jeff Davis Gateway Improvements by June 30, 2024 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Long Beach
Post Office Box 929
Long Beach, Mississippi 39560
Attention: Ms. Kini Gonsoulin, Deputy City Clerk

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ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public

My Commission Expires:

[S E A L]

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ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HARRISON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 18th day of July, 2023, within my jurisdiction, the within named Donald Frazer, who acknowledged he/she is the Mayor Pro Tempore of The City of Long Beach City, and that for and on behalf of said Board of Aldermen, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Aldermen so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of July, 2023.

Kini Gonsoulin
Notary Public

My Commission Expires:

8/27/2025

[S E A L]



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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following State Aid Agreement FY 2024 with the Mississippi Library Commission, and authorize the Mayor Pro Tempore to execute same:

Mississippi Library Commission
State Aid Grant Agreement
FY 2024

Starting Date: July 1, 2023

Closing Date: June 30, 2024

This agreement is made between the Mississippi Library Commission and the Library/Library System named below, which shall hereby be known/referred to as the Grantee and/or Payee.

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

This Grant Agreement is made for the following grant programs and amounts

<p>GRANT: Program: Personnel Incentive Grant Program Number: SP24-362-25-0 Awarded: \$0.00</p>	<p><i>PIGP awards are subject to reduction if state mandated budget cuts are enacted.</i></p>
<p>GRANT: Program: Health Insurance Grant Program Number: SH24-360-25-0 Awarded: \$26,220.00</p>	<p><i>Figures for Health and Life Insurance Programs are estimates based on projected payments.</i></p>
<p>GRANT: Program: Life Insurance Grant Program Number: SL24-361-25-0 Awarded: \$416.70</p>	<p><i>Actual amounts will be equal to eligible expenditures of the Library/Library System</i></p>

This agreement acknowledges the above listed Grantee has met all requirements necessary to participate in these grant programs sponsored by the Mississippi Library Commission.

The continuation or fulfillment of this grant program, or any other grant/subgrant programs administered by the Mississippi Library Commission, is subject to the availability of funds.

SIGNATURES

GRANTOR:

By:  Hulen Bivins, Executive Director

GRANTEE: By signing below, I acknowledge that I have read and understand the Terms and Conditions and agree to comply with all requirements.

By:  _____
Library/Library System Director H. Denise L. Saucier
Print Name

By:  _____
President, Board of Trustees Christine L. McCummins
Print Name

By:  _____
Mayor or City Representative Donald Frazer
Print Name

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Alderman Parker made motion seconded by Alderman McGoey to select Pickering Firm as the consultant for construction engineering and inspection services for the Klondyke and Commission Roads Intersection Improvements project, and after discussion, Alderman Bennett offered a substitute motion seconded by Alderman McGoey to table this item until the next meeting on Tuesday, August 1, 2023. The question being put to a roll call vote by the Mayor Pro Tempore, the result was as follows:

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	Aye
Alderman Donald Frazer	voted	Present, Not Voting

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

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to authorize the application of GOMESA funds for Trautman Drainage Basin Outfall Improvements.

There came on for discussion Property Tax Exemption – Revival Property LB112, LLC, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to table this item until the next meeting on Tuesday, August 1, 2023 due to Harrison County tax rolls not reflecting the property had been conveyed to the applicant.

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Based on the following recommendation of City Comptroller Kini Gonsoulin, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to award the Construction Manager Advisor for Storm Recovery & Related City-Wide Construction Projects to Andercorp:

Comptroller's Office

Memo

To: Mayor and Board of Aldermen
From: Kini Gonsoulin
Date: 7/14/2023
Re: RFQ for Construction Management Advisor

We received one response from our Request for Qualifications for Construction Management Advisor for Storm Recovery & Related City-Wide Construction Projects.

I have reviewed the response and it meets the requirements of the RFQ. I recommend selecting Andercorp for this project and entering into contractual negotiations.

If you have any questions regarding this recommendation, please do not hesitate to ask. Thank you.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to accept the resignation of Public Defender Ed Edwards.

There came on for discussion Drainage on W Old Pass Road, whereupon Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to direct City Engineer David Ball and Public Works Director Joe Culpepper to research this section of drainage and develop a course of action.

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Alarm Monitoring Service Agreement for the elevator at the Harbormaster Building:

ALARM MONITORING SERVICES SUBSCRIBER INFORMATION SHEET

Dealer Name ABSOLUTE PROTECTION, Dealer Code, Start Date 7/18/23, Account # ETO 0560, Partitioned: [] Y [] N, Alarm License #, Subscriber Name CITY OF LONG BEACH - LONG BEACH HARBOR HOUSE, Installation Address 7201 S. CLEVELAND AVE., City LONG BEACH, State MS, Zip 39560, Time Zone: [] Pac. [] Mtn. [] Cent. [] East, Site Type: [] Residential [] Commercial [] Industrial, Site Hours, Cross Street/Subdivision/Directions, Type(s) of Monitoring: [] Burglar [] UL Burglar [X] Fire [] Required Fire [] UL Fire [] PERS [] Elevator, Communication Method: [] Phone [] IP [] Cellular, Brand, Pricing Plan, Devise Type, Any Signal is a Test: [] Y [] N, Test Interval: [] Hourly [] Daily [] Weekly [] Monthly [] Other, Extra Services: [] Open/Close (submit addendum) [] Holiday Schedule (submit addendum) [] Two-Way [] Video (submit addendum)

Table with columns: Call List, H I O C, Phone #, User Passcode/Password. Rows include 1st Verification, 2nd Verification, Police (LONG BEACH PD 228) 863-7292 Medical, Fire (LONG BEACH FD 228) 863-7292 Guard, Contact #1 DISPATCH 228-863-7292, Contact #2 HARRY FAULK 228-234-5849, Contact #3, Contact #4.

Master Passcode/Password (Can be used by any user):
Do you need a certificate of monitoring for your insurance? Agent Fax/E-mail

MONITORING FACILITY AGREEMENT

This Agreement is made this 18th day of JULY, 2023, between Alarm Monitoring Services, Inc. ("Company") and LONG BEACH HARBOR HOUSE ("Subscriber").
1. Termination. Company may suspend Monitoring Services or terminate this Agreement at any time upon making written notice to you five (5) days before the suspension or termination date.
2. NO LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES COLLECTIVELY ("REPRESENTATIVES") IS AN INSURER...
3. Transmission of Data, Video or Voice. You acknowledge and agree that the System is incompatible with the System or is incompatible with the System or is incompatible with the System...
4. Release of Insured Losses and Waiver of Subrogation. You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf...
5. INDEMNIFICATION. IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH...
6. Suspension of Service. Should there be a termination or suspension of the contract between Dealer and Company, or upon termination or suspension of Monitoring Services for any reason under Company's contract with Dealer, or if the System excessively sends video images or Signals to Company's monitoring facility, you unconditionally and irrevocably authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all video images and Signals received from the System, disconnect the System, or render the System inoperative signaling locally or communicating with the monitoring facility by deletion or modification of data necessary to operate the System and Company's obligations hereunder are waived automatically without notice to you.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have signed and caused this Agreement to be signed on the date first above written.
ALARM MONITORING SERVICES, INC. DEALER [Signature] SUBSCRIBER [Signature]

Mayor Pro Tempore Frazer apprised the Board of a sinkhole on Allen Road. City Engineer David Ball expanded on this subject explaining that this was the area recently affected by the Wastewater System Upgrade project with Harrison County Utility Authority. Mr. Ball and JLB Contractors will meet to determine if this is a warranty item from aforementioned project. After further discussion, Alderman McCaffrey made

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motion seconded by Alderman McGoey and unanimously carried to utilize the City's previously awarded Emergency & Minor Construction Services contract to make repairs if they are deemed outside of the scope of the aforementioned project.

* * *

Mayor Pro Tempore Frazer stated that during budget discussions, it was stated that the City was experiencing a large increase in garbage collection through the contract with Harrison County Utility Authority.

Based on the recommendation of Police Chief Seal 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 Dept:

- Resignation, Police Officer 1st Class Courtney Favre, effective July 26, 2023
- Resignation, Police Officer 1st Class Breanna Fountain, effective July 14, 2023

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to accept the June 2023 Revenue & Expense Report.

Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the following FY 23 Budget Amendment for the Fire Department:

**City of Long Beach
Budget Amendment Request**

Fund Name	General Fund	Date	7/18/2023
Department #	290	Budget Entry #	
Department Name	Fire Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Macinery/Equipment 290-611800-8001	12,500	-	2,500	15,000
F/D Other Grants 010-501700	(2,500)	-	(2,500)	(5,000)
Macinery/Equipment 290-611800	17,000	-	175	17,175
Other Revenue 010-560100	(20,000)	(3,155)	(175)	(23,330)

Amendment to budget grant recieved from Center Point Energy and fees recieved for CPR and AED classes for the Long Beach High School coaches.

Amendment #14

Minutes of July 18, 2023
Mayor and Board of Aldermen

LONG BEACH FIRE DEPARTMENT
Chief Griff Skellie

645 Klondyke Road
Long Beach MS 39560

Phone(228) 863-7292
Fax (228) 868-0070

To: Kini Gonsoulin
From: Chief Griff Skellie
Date: 07/10/2023
Ref: Center Point Grant

Kini,

I am requesting a budget amendment for the funds awarded in the amount of \$2500. This was a grant through Center Point Energy. Please make the adjustment to line item 611800-8001.

If you have any questions concerning this matter, please feel free to contact me at 228-863-7292.

Respectfully,



Griff Skellie

LONG BEACH FIRE DEPARTMENT
Chief Griff Skellie

645 Klondyke Road
Long Beach MS 39560

Phone(228) 863-7292
Fax (228) 868-0070

To: Kini Gonsoulin
From: Chief Griff Skellie
Date: 07/10/2023
Ref: CPR Funds

Kini,

I am requesting a budget amendment for the funds in the amount of \$175.00 for CPR cards. This was for a class given here at Central Station to the High School coaches. Please make the adjustment to line item 611800.

If you have any questions concerning this matter, please feel free to contact me at 228-863-7292.

Respectfully,



Griff Skellie

Fire Chief Skellie gave a brief update on the installation of the Safe Haven Baby Box at Central Fire Station.

Minutes of July 18, 2023
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Bennett to approve the following contract with Bottom 2 Top Construction for the North Jeff Davis Extension project, and authorize the Mayor Pro Tempore to execute same. The question being put to a roll call vote by the Mayor Pro Tempore, the result was as follows:

Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Nay
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Present, Not Voting

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

EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Long Beach

(Owner) and Bottom 2 Top Construction, LLC.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

NORTH JEFF DAVIS AVENUE EXTENSION

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

NORTH JEFF DAVIS AVENUE EXTENSION

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC.
161 Lameuse St., Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Minutes of July 18, 2023 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____
(words) (numerals)

Minutes of July 18, 2023 Mayor and Board of Aldermen

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

TWO HUNDRED SIX THOUSAND, FOUR HUNDRED SEVENTY DOLLARS AND 91/100 ----\$206,470.91

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **first or third** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **98** percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **98** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-3

Minutes of July 18, 2023 Mayor and Board of Aldermen

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages N/A to N/A, inclusive).
5. General Conditions (pages 1 to 62, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).
7. Special Conditions (pages 1 to 12, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of 14 sheets with each sheet bearing the following general title: **NORTH JEFF DAVIS**

Minutes of July 18, 2023 Mayor and Board of Aldermen

AVENUE EXTENSION.

10. Addenda (numbers N/A to N/A, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 198, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Minutes of July 18, 2023 Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on July 18, 2023 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Bottom 2 Top Construction, LLC

By: [Signature]

By: Joseph R. Ruffolo
owner

Title: Mayor Pro Tempore

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: [Signature]

Title: City Clerk

Title: Witness

Address for giving notices:

Address for giving notices:

P.O. Box 929

16708 Hwy 67

Long Beach, MS 39560

Biloxi, MS 39532

228-863-1556

228-731-3795

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 23104-MC
(Where applicable)

Agent for service or process: _____



(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Minutes of July 18, 2023
 Mayor and Board of Aldermen

BOND # 7450367

 **AIA** Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Bottom 2 Top Construction L.L.C.
 16708 Highway 67
 Biloxi, MS 39532

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
 P.O. Box 1635
 Milwaukee, WI 53201

OWNER:
(Name, legal status and address)

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

Date:

Amount: \$ 206,470.91

Description:

(Name and location)
 North Jeff Davis Avenue Extension

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$ 206,470.91

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Bottom 2 Top Construction L.L.C.

Signature: *[Handwritten Signature]*
 Name and Title: *owner*

SURETY

Company: *(Corporate Seal)*

Old Republic Surety Company

Signature: *[Handwritten Signature]*
 Name and Title: *Debbie Dunaway*
 Title: Attorney-in-Fact, MS Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cadence Insurance
 2909 13th Street 4th Floor
 Gulfport, MS 39501
 (228) 863-5362

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

init.

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User Notes:

Minutes of July 18, 2023 Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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User Notes:

Minutes of July 18, 2023 Mayor and Board of Aldermen

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

Minutes of July 18, 2023 Mayor and Board of Aldermen

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: N/A
Name and Title: _____

Signature: N/A
Name and Title: _____

Address: _____

Address: _____

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User Notes:

(1517310546)

Minutes of July 18, 2023
 Mayor and Board of Aldermen



BOND # 7450367

Payment Bond

CONTRACTOR:
(Name, legal status and address)
 Bottom 2 Top Construction LLC
 16708 Highway 67
 Biloxi, MS 39532

SURETY:
(Name, legal status and principal place of business)
 Old Republic Surety Company
 P.O. Box 1635
 Milwaukee, WI 53201

OWNER:
(Name, legal status and address)
 City of Long Beach
 P O Box 929
 Long Beach, MS 39560

CONSTRUCTION CONTRACT
 Date:
 Amount: \$ 206,470.91
 Description:
(Name and location)
 North Jeff Davis Avenue Extension

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND
 Date:
(Not earlier than Construction Contract Date)

Amount: \$ 206,470.91
 Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
 Company: *(Corporate Seal)*
 Bottom 2 Top Construction LLC
 Signature: *Joseph R. Raffeo*
 Name and Title: *Joseph R. Raffeo*
 Title: *owner*
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY
 Company: *(Corporate Seal)*
 Old Republic Surety Company
 Signature: *Debbie Dunaway*
 Name and Title: *Debbie Dunaway*
 Title: Attorney-in-Fact, MS Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
 Cadence Insurance
 2909 13th Street 4th Floor
 Gulfport, MS 39501
 (228) 863-5362

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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Minutes of July 18, 2023

Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Inlt.

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Minutes of July 18, 2023 Mayor and Board of Aldermen

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1, 2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant, and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes:

Minutes of July 18, 2023 Mayor and Board of Aldermen

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: N/A
Name and Title: _____
Address: _____

Signature: N/A
Name and Title: _____
Address: _____

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Minutes of July 18, 2023
Mayor and Board of Aldermen



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRIMETTA, JOSEPH R. BLATTIE, LISA R. BUTLER, PATRICK T. MARON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. HAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JIMMY EILEY BRASHIER, TENDRA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February 2023

Signature of Karen J. Haffner, Assistant Secretary



Signature of Alan Pavlic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Signature of Kathryn R. Pearson, Notary Public

My Commission Expires: September 28, 2026 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this day of

Signature of Karen J. Haffner, Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.

Minutes of July 18, 2023 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2023

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

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

PRODUCER Cadence Insurance 760 Howard Ave., 2nd Floor Biloxi MS 39530	CONTACT NAME: Mary Brumley PHONE (A/C, Hq, Ext): 228-400-0328 FAX (A/C, No): 228-604-8053 E-MAIL ADDRESS: mary.brumley@cadenceinsurance.com
INSURED Bottom 2 Top Construction, LLC 16708 Hwy 67 Biloxi MS 39532	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Brierfield Insurance Company 10993 INSURER B: FCCI Insurance Company 10178 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES CERTIFICATE NUMBER: 773143667 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPP10007430501	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10007430601	12/13/2022	12/13/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10007430801	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010007430701	12/13/2022	12/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP10007430501	12/13/2022	12/13/2023	Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability includes automatic additional insured applicable as required by written contract.
 Project Name/Number: North Jeff Davis Ave Extension

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

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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

Minutes of July 18, 2023
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Overstreet & Associates for engineering fees for Edmund Subdivision Water System Improvements, and authorize the Mayor Pro Tempore to execute same:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

July 14, 2023

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

RE: Edmund Subdivision Water System Improvements

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced water system improvements project in the Edmund Subdivision. This proposed project will provide improved water quality, fire flow capability, and system reliability in the area.

If it suits the Board, we recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,

David Ball, P.E.

DB:M.2023.054
Attachment

Minutes of July 18, 2023 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of July 14, 2023 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the replacement of the water main within the Edmund Dr. subdivision, including Edmund Cir. and the connections to the water mains on Old Pass Rd. and Railroad St., along with other related miscellaneous water system improvements and restoration of disturbed areas, along with a full-width overlay of the Edmund Dr. Subdivision project area, all more generally described as "Edmund Dr. Subdivision Water System Improvements (2023)". ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including topographical survey, construction administration services, and construction inspection services needed to complete the work.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of July 18, 2023 Mayor and Board of Aldermen

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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Minutes of July 18, 2023 Mayor and Board of Aldermen

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of July 18, 2023 Mayor and Board of Aldermen

9.01 Payment

- A. Based on the current expected construction cost of approximately \$435,000, and following the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. *Basic Services.*
 - a. Basic Services will be compensated on a lump sum amount of \$59,400, based on the following assumed distribution of compensation:

Design Phase	57.5%
Bidding and Negotiating Phase	7.5%
<u>Construction Phase</u>	<u>35%</u>
Total	100%
 2. *Topographical Surveys.*
 - a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, a lump sum amount of \$4,000.
 3. *Construction Inspection Services.*
 - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. It is expected that the construction of this project will take up to 20 weeks. Total fees for construction inspection services are currently estimated at \$76,000. This total fee will not be exceeded without prior written authorization.
- B. *Hourly Rates for services billed on the basis of time.*
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of January 2024) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer may adjust compensation percentages for the various phases of Basic Services for payment, but will not exceed the total Basic Services fee without authorization.

Minutes of July 18, 2023 Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates, PLLC.

By: 
George Bass ~~Donald Frazer~~
Mayor ~~Pro Tempore~~

By: 
F. Jason Overstreet, P.E.
President

Date Signed: July 18, 2023

Date Signed: 7/14/2023
License No./State: 18601/MS

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

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

**Minutes of July 18, 2023
Mayor and Board of Aldermen**

Appendix 1

**OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JANUARY 1, 2023**

<u>Position</u>	<u>Billing Rate</u>
Principal.....	\$195.00
Professional Engineer V	\$173.50
Professional Engineer IV	\$168.00
Professional Engineer III.....	\$152.50
Professional Engineer II	\$142.00
Professional Engineer I	\$131.50
Engineer Intern III.....	\$126.00
Engineer Intern II.....	\$110.50
Engineer Intern I.....	\$100.00
Professional Land Surveyor	\$126.00
Senior Project Manager.....	\$131.50
Construction Project Manager	\$110.50
Sr. Survey Crew Chief	\$94.50
Resident Project Representative III.....	\$95.00
Resident Project Representative II.....	\$87.00
Resident Project Representative I.....	\$79.00
CADD Technician III/Designer.....	\$100.00
CADD Technician II	\$89.50
CADD Technician I	\$79.00
GIS Intern.....	\$58.00
Project Technician	\$78.00
Administrative/Clerical.....	\$68.50
Surveys with RTK GPS Equipment	\$31.50
Survey Project Manager/Land Surveyor Intern.....	\$105.00
Survey Technician II.....	\$79.00
Survey Technician I.....	\$63.00
Survey Crew III.....	\$184.00
Survey Crew II.....	\$136.50
Survey Crew I.....	\$115.50

Travel Time shall be billed at designated personnel's standard hourly rates.

**OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE**

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost

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Appendix 1

Overnight Postage Copies	At Cost
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.00/sheet
30" x 42"	\$3.00/sheet

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Change Order with DNA Underground for Trautman Basin Wastewater Improvements with the understanding that the City will be financially responsible for the extra expense if additional MDEQ funding is not available, and authorize the Mayor Pro Tempore to execute same:

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



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

July 18, 2023

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

RE: Change Order No. 1
Trautman Basin Wastewater Improvements

Ladies and Gentlemen:

We have attached a copy of proposed Change Order 1 for the referenced project, along with a short explanation of each major item contained therein below:

1. We discovered multiple abandoned, but apparently "closed" underground fuel storage tanks at 104 W. Railroad, conflicting with the reasonable installation location of the proposed force main. In order to resolve this, we must increase the contract quantity of sewer force main installed via horizontal directional drilling ("HDD"). Some of this cost is offset by a reduction in force main installed via open-cut.
2. Due to a discrepancy in the contract quantity of sewer force main installed via HDD in the bid proposal, the quantity of HDD needs to be increased, but some of the cost is offset by a reduction in the open-cut method.
3. Due to the City's recent decision to modify the intersection to a 3-way stop via "STOP" signs, in lieu of the traffic signal controls, the contract value of pay item 510-N "Install new traffic signal pole & modify existing traffic signals" can be reduced by 87%.
4. Due to significant unforeseen conflicts with the existing 8" and 4" water lines in the area, the scope of work must be modified to install water valves at 5 points on several different water mains. This work will be performed in lieu of the bid pay item 510-O "Adjust 8" water main" which was included in the bid for the known water main conflict at bid date. Also, we must provide an hourly rate for "potholing" by the Contractor to determine the exact locations of the multiple water mains in conflict.

We offer that several of the costs included therein are based on the best information available to the Contractor, but due to the age of the existing infrastructure in the area, there has been significant difficulty in determining exactly how the water lines in the area are connected and routed. It is possible that some of these costs may be exceeded or even underrun depending on the findings once the work is underway.

We again note that the current MDEQ grant funding this project is insufficient to cover the costs associated with the project, so the City's approval of this change order should be made with the understanding that the City may have to cover all the costs thereof. If MDEQ funding is made available and if MDEQ concurs that this change order is eligible scope, the City may not have to cover the full cost.

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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

Despite these additional costs and the associated difficulties, we do observe that the Contractor's progress on other parts of the project have been satisfactory and the work is proceeding acceptably. If there are any questions about this change order of the current status of the work, please contact us.

Sincerely,



David Ball, P.E.

DB:1106
Attachment

Minutes of July 18, 2023 Mayor and Board of Aldermen

Change Order
No. 1

Date of Issuance: 7/18/2023 Effective Date: 7/18/2023

Project:	Owner: City of Long Beach	Owner's Contract No.:
Contract:	Trautman Basin Wastewater Improvements	Date of Contract: 4/18/2023
Contractor:	DNA Underground	Engineer's Project No.: 1106

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

Description:

1. Reduce Pay Item 200-A by 600 LF of 8" Sewer Force main due to scope revision regarding abandoned / closed fuel storage tank.
2. Increase Pay Item 201-B by 285 LF of 10" Horizontal Directional Drilling due to contract quantity discrepancy.
3. Increase Pay Item 201-B by 200 LF of 10" Horizontal Directional Drilling to avoid abandoned / closed fuel storage tank.
4. Reduce Pay Item 510-N by 87% due to City Intent to modify the Pineville/Railroad Intersection to stop-sign controls.
5. Delete Pay Item 510-O due to scope revision.
6. Add Pay Item to Adjust 4" and 8" water mains found during construction, which are conflicting with the new pump station installation.
7. Add Pay Item for Additional Utility Location Services on a per Hourly Rate estimated at 15 Hours to locate existing water mains conflicting with construction.
8. Adjust Contract time for work outside of the original scope of the project.

Attachments: (List documents supporting change):

1. Contractor's request.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$976,900.00</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>210</u> Calendar days Substantial completion (days or date): <u>12/29/2023</u> Ready for final payment (days or date): _____
(Decrease) In Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> <u>\$0.00</u>	Change In Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$976,900.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>12/29/2023</u> Ready for final payment (days or date): _____
(Increase) In Contract Price due to this Change Order: <u>\$68,780.00</u>	(Increase) In Contract Time due to this Change Order: Substantial completion (days or date): <u>30</u> Ready for final payment (days or date): _____
Revised Contract Price Incorporating this Change Order: <u>\$1,045,680.00</u>	Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>1/28/2024</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By: _____	By:
Date: <u>7.18.2023</u>	Date: _____	Date: <u>7/18/23</u>

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PROJECT NO 1106

ATTACHMENT TO CHANGE ORDER NUMBER 1

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT
BASE BID								
101-B	INTEGRATION	1	LF \$ 75,000.00	\$ 75,000.00	0	\$ 0.00	1	\$ 75,000.00
200-A	8" SEWER FORCE MAIN	3,000	LF \$ 176,000.00	\$ 528,000.00	1,600	\$ 528,000.00	2,400	\$ 424,800.00
200-B	8" SEWER FORCE MAIN	1	TON \$ 10,000.00	\$ 10,000.00	0	\$ 0.00	1	\$ 10,000.00
200-C	CONNECT FORCE MAIN TO EXISTING SEWER MANHOLE	1	EA \$ 8,000.00	\$ 8,000.00	0	\$ 0.00	1	\$ 8,000.00
201-A	NOBILIZATION FOR HDD	3	EA \$ 2,000.00	\$ 6,000.00	0	\$ 0.00	3	\$ 6,000.00
201-B	10" HOPE FORCE MAIN (HDD METHOD)	295	LF \$ 12,000.00	\$ 3,540,000.00	485	\$ 5,820,000.00	780	\$ 9,360,000.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	LS \$ 140,000.00	\$ 140,000.00	0	\$ 0.00	1	\$ 140,000.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	LS \$ 15,000.00	\$ 15,000.00	0	\$ 0.00	1	\$ 15,000.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	LS \$ 125,000.00	\$ 125,000.00	0	\$ 0.00	1	\$ 125,000.00
210-D	PUMP STATION - SITE WORK	1	LS \$ 25,000.00	\$ 25,000.00	0	\$ 0.00	1	\$ 25,000.00
220-A	CONVERT EXISTING PUMP STATION	1	LS \$ 17,000.00	\$ 17,000.00	0	\$ 0.00	1	\$ 17,000.00
220-B	CONVERT EXISTING GRINDER STATION	1	LS \$ 17,000.00	\$ 17,000.00	0	\$ 0.00	1	\$ 17,000.00
230-A	8" GRAVITY SEWER PIPE	73	LF \$ 60.00	\$ 4,380.00	0	\$ 0.00	73	\$ 4,380.00
230-B	12" GRAVITY SEWER PIPE	68	LF \$ 75.00	\$ 5,100.00	0	\$ 0.00	68	\$ 5,100.00
230-C	CONNECT TO EXISTING SEWER MANHOLE	2	EA \$ 5,000.00	\$ 10,000.00	0	\$ 0.00	2	\$ 10,000.00
500-A	PIF BEDDING/PIPE FOUNDATION MATERIAL	1,000	CY \$ 85.00	\$ 85,000.00	0	\$ 0.00	1,000	\$ 85,000.00
500-B	SELECT SANDY BACKFILL	1,000	CY \$ 40.00	\$ 40,000.00	0	\$ 0.00	1,000	\$ 40,000.00
500-C	GEOTEXTILE FABRIC	300	SF \$ 30.00	\$ 9,000.00	0	\$ 0.00	300	\$ 9,000.00
510-A	18" LIMESTONE ROAD BASE	142	TON \$ 350.00	\$ 50,700.00	0	\$ 0.00	142	\$ 50,700.00
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (1.5" MIN MIX)	100	TON \$ 300.00	\$ 30,000.00	0	\$ 0.00	100	\$ 30,000.00
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (1.5" MIN MIX)	900	LF \$ 3.00	\$ 2,700.00	0	\$ 0.00	900	\$ 2,700.00
510-D	VEGETATIVE COVER	2,400	SF \$ 3.00	\$ 7,200.00	0	\$ 0.00	2,400	\$ 7,200.00
510-E	CONCRETE DRIVE RESTORATION	50	SF \$ 15.00	\$ 750.00	0	\$ 0.00	50	\$ 750.00
510-F	GRANULAR DRIVE RESTORATION	50	SF \$ 75.00	\$ 3,750.00	0	\$ 0.00	50	\$ 3,750.00
510-G	CONCRETE CURB & GUTTER RESTORATION	20	LF \$ 20.00	\$ 400.00	0	\$ 0.00	20	\$ 400.00
510-H	MISCELLANEOUS RESTORATION	80	LF \$ 60.00	\$ 4,800.00	0	\$ 0.00	80	\$ 4,800.00
510-I	ADJUST 8" WATER MAIN	1	LS \$ 8,000.00	\$ 8,000.00	0	\$ 0.00	1	\$ 8,000.00
510-J	MAINTENANCE OF TRAFFIC	1	LS \$ 10,000.00	\$ 10,000.00	11	\$ 110,000.00	12	\$ 120,000.00
530-A	STORMWATER MANAGEMENT	1	LS \$ 25,000.00	\$ 25,000.00	0	\$ 0.00	1	\$ 25,000.00
530-B	REROUTE OF 4" AND 8" WATER MAINS	0	LS \$ 17,000.00	\$ 0.00	0	\$ 0.00	0	\$ 0.00
530-C	ADDITIONAL UTILITY LOCATION SERVICES	0	LF \$ 65,000.00	\$ 0.00	2	\$ 130,000.00	2	\$ 130,000.00
530-D	ADDITIONAL UTILITY LOCATION SERVICES	0	HF \$ 500.00	\$ 0.00	15	\$ 7,500.00	15	\$ 7,500.00
TOTAL BASE BID				\$ 776,795.00		\$ 97,825.00		\$ 874,620.00
ALT. BID 1								
310-A	15" HOPE CULVERT	104	LF \$ 50.00	\$ 5,200.00	0	\$ 0.00	104	\$ 5,200.00
330-A	CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA \$ 3,000.00	\$ 3,000.00	0	\$ 0.00	1	\$ 3,000.00
330-B	NEW DRAINAGE STRUCTURE (SS-2 TYPE)	1	EA \$ 10,000.00	\$ 10,000.00	0	\$ 0.00	1	\$ 10,000.00
300-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	1	CY \$ 16,000.00	\$ 16,000.00	0	\$ 0.00	1	\$ 16,000.00
300-B	SELECT SANDY BACKFILL	165	SF \$ 30.00	\$ 4,950.00	0	\$ 0.00	165	\$ 4,950.00
310-A	8" LIMESTONE ROAD BASE	155	TON \$ 300.00	\$ 46,500.00	0	\$ 0.00	155	\$ 46,500.00
310-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (1.5" MIN MIX)	145	TON \$ 300.00	\$ 43,500.00	0	\$ 0.00	145	\$ 43,500.00
310-C	HOT BITUMINOUS PAVEMENT BASE COURSE (1.5" MIN MIX)	380	SF \$ 20.00	\$ 7,600.00	0	\$ 0.00	380	\$ 7,600.00
310-D	EXISTING ASPHALT PAVEMENT	530	SF \$ 3.00	\$ 1,590.00	0	\$ 0.00	530	\$ 1,590.00
310-E	VEGETATIVE COVER	450	LF \$ 60.00	\$ 27,000.00	0	\$ 0.00	450	\$ 27,000.00
310-F	MISCELLANEOUS DEMOLITION	1	LS \$ 16,000.00	\$ 16,000.00	0	\$ 0.00	1	\$ 16,000.00
310-G	INSTALL NEW TRAFFIC POLE & MODIFY EXIST. TRAFFIC SIGNALS	1	LS \$ 33,500.00	\$ 33,500.00	0	\$ 0.00	1	\$ 33,500.00
310-H	THERMOPLASTIC CONT. YELLOW	2,220	LF \$ 8.00	\$ 17,760.00	0	\$ 0.00	2,220	\$ 17,760.00
310-I	THERMOPLASTIC CONT. WHITE	540	LF \$ 8.00	\$ 4,320.00	0	\$ 0.00	540	\$ 4,320.00
310-J	THERMOPLASTIC DETAIL (ANY COLOR)	850	LF \$ 10.00	\$ 8,500.00	0	\$ 0.00	850	\$ 8,500.00
310-K	THERMOPLASTIC LEGEND (ANY COLOR)	270	SF \$ 10.00	\$ 2,700.00	0	\$ 0.00	270	\$ 2,700.00
TOTAL ALT. BID 1				\$ 286,195.00		\$ 528,145.00		\$ 814,340.00
TOTAL BASE BID + ALT. BID 1:				\$ 976,990.00		\$ 64,970.00		\$ 1,041,960.00

E:\COC No. 0-641 (2023 Edition)
Prepared by the Engineer, Joint General Contracting Committee and endorsed by the
Associated General Contractors of America and the Contractor - Specifications Section.

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Mayor and Board of Aldermen



Change Order-001 Request

Date: July 18, 2023
Attention: David Ball PE
Company: Overstreet & Associates
Location: City of Long Beach Trautman Lift Station

Additional Scope of Work

To perform the water main relocation per the "Watermain Reroute Exhibit Drawing. Received on 7/10/23". The scope of work includes all labor, equipment, and materials to perform the reroute per the drawings. This work will require lane closures for the work performed in the street, all traffic will be routed around work zones via flaggers and pylons during these operations.

Budget Additional Scope of Work \$72,500.00

Unit Price Items

Attached is the unit price additions and deductions and a recap of the total Change Order 1 request.

The total Change Order 1 Request is \$68,780.00, (BUDGET)

DNA request a 30-day time extension for this change order and reserves the right to request additional days if needed.

Tom Rice

**DNA Underground, LLC.
16101 South Swan Road
Gulfport, MS 39503**

There came on for discussion Asphalt Bid, whereupon Public Works Director Joe Culpepper provide the following:



TO: KINI GONSOLIN
FROM: JOE CULPEPPER, DIRECTOR OF PUBLIC WORKS
RE: LAND SHAPER, INC.
DATE: JULY 10, 2023

Kini,

Please place me on the next Board of Aldermen's meeting agenda to explain to the Board the asphalt re-bid timeline.

It is now mid-July, and it will take thirty days to advertise. By the time that we make the next Board of Aldermen meeting to award the contract, it would then be time to re-advertise for the next fiscal year term bids.

My recommendation is to wait 3-4 weeks and do the next term bid.

Respectfully,

Joe Culpepper

**Minutes of July 18, 2023
Mayor and Board of Aldermen**

After continued discussion, Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to forgo bidding asphalt at this time since it will be included in the annual bids in September.

Public Works Director Joe Culpepper apprised the Board that the flashing red light at the intersection of Royal Drive and Pineville Road had been inoperable for several months with no complaints. After further discussion, Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to abandon and remove the aforementioned light.

Public Works Director Joe Culpepper apprised the Board that Long Beach Water Management District would be going out to bid in August 2023 for Canal 1 widening, with construction to begin early 2024.

Community Affairs Director Courtney Cuevas announced the return of the Mayor's Youth Council. Applications for the 2023-2024 school year would be accepted until August 17, 2023.

There came on for discussion Derelict Properties and Environmental Court. No action was required or taken at this time.

Upon the request of City Attorney Steve Simpson, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss potential litigation pertaining to 100 LaRosa Road, Sheila Ladner; Darwell's Lease; Dynsmore Subdivision Wall.

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

* * *

The Meeting resumed in Open Session, whereupon no action was taken.

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Mayor and Board of Aldermen

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to adjourn in honor and memory of former fire chief David Bass until the next regular meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk