

Minutes of December 20, 2016
Mayor and Board of Aldermen

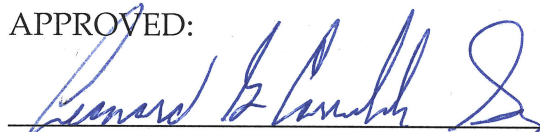
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There was no report from the City Attorney.


There were no public comments regarding general matters not appearing on the agenda.


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

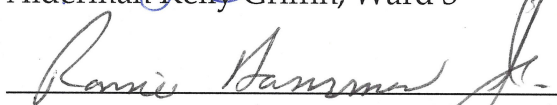
APPROVED:

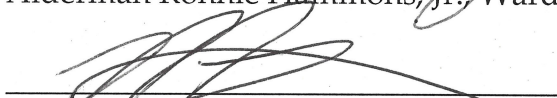

Alderman Leonard G. Carrubba, Sr., At-Large


Alderman Gary J. Ponthieux, Ward 1


Alderman Bernie Parker, Ward 2


Alderman Kelly Griffin, Ward 3

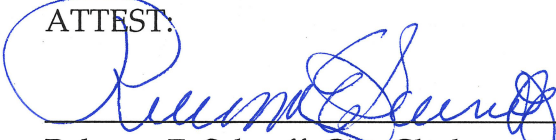

Alderman Ronnie Hammons, Jr., Ward 4


Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

1/3/17
Date

ATTEST:


Rebecca E. Schruff, City Clerk

MUNICIPAL DOCKET
REGULAR MEETING OF JANUARY 3, 2017
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
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. December 20, 2016-Regular
 - 2. PLANNING COMMISSION
 - a. December 22, 2016-Regular (No Quorum)
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 010317
- IX. NEW BUSINESS
 - 1. Pineville Road Sidewalk Engineer Services Contract-MDOT
- X. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
- XI. REPORT FROM CITY ATTORNEY
- XII. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- XIII. ADJOURN (OR) RECESS

* ALL PUBLIC COMMENTS ARE LIMITED TO A MAXIMUM OF TWO (2) MINUTES PER PERSON,
NOT TO EXCEED A TOTAL OF TEN (10) MINUTES FOR ALL PUBLIC COMMENTS.

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in January, 2017, 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 Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, City Clerk Rebecca E. Schruff, and City Attorney James C. Simpson, Jr.

Mayor William Skellie, Jr., and Alderman Alan Young were absent the meeting.

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

In the absence of the Mayor, Alderman Mark E. Lishen chaired the meeting, serving in his capacity as Mayor Pro-Tempore.

ANNOUNCEMENTS:

Recognition to Long Beach High School Students Bailey Griffin, J.T. Tripp, Jake Strong, Kenny McNutt, James Kneiss, and Joseph Ebberman, for volunteering to be pallbearers for veteran, Jerry Wayne Pino, who had no family.

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There were no presentations, proclamations, or public comments to the agenda.

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Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to suspend the rules and amend the Municipal Docket to include the following:

Item X.1. DEPARTMENTAL BUSINESS; MAYOR'S OFFICE – Rescind School Board Application, Angie Johnson.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting of the Mayor and Board of Aldermen dated December 20, 2016, as submitted.

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Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated December 22, 2016, noting for the record that there were an insufficient number of duly appointed commissioners present to constitute a quorum.

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve payment of invoices as listed in Docket of Claims number 010317.

Alderman Carrubba made motion seconded by Alderman Ponthieux and unanimously carried to approve the Preliminary Engineering Services Contract, Pineville Road Sidewalk, by and between the City of Long Beach and Neel-Schaffer, Inc., authorizing the Mayor to execute said contract, as follows:

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ESC
Rev. 08/28/94 (Base)
Rev. 08/30/16 (This form)
11/03/2016

PRELIMINARY ENGINEERING SERVICES CONTRACT

*Pineville Road Sidewalk
STP-9083-00(001)LPA/107481-701000
Harrison County*

THIS CONTRACT, is made and entered into by and between the *City of Long Beach*, a body Politic of the State of Mississippi (the "LPA"), and, Neel-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 772 *Howard Avenue, Biloxi, MS 39530*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform *design phase services for a sidewalk along Pineville Road from Beatline Road to Alexander Road*, as provided for in Project No. STP-9083-00(001)LPA/107481-701000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

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

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *December 31, 2017*, at 11:59 PM CDT, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be,

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an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

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ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

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C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

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

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

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

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

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

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ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Harrison* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Harrison County*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

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- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S

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CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

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period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

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

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ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA: For Contractual Matters: <i>Mayor William "Billy" Skellie</i> <i>City of Long Beach</i> <i>201 Jeff Davis Avenue</i> <i>Long Beach, MS 39560</i> <i>Phone: 228-863-1556</i> <i>Fax: 228-865-0822</i> <i>mayor@longofbeachms.com</i>	For Technical Matters: <i>Ms. Rebecca E. Schruoff</i> <i>City of Long Beach</i> <i>201 Jeff Davis Avenue</i> <i>Long Beach, MS 39560</i> <i>Phone: 228-863-1556</i> <i>Fax: 228-865-0822</i> <i>cityclerk@longofbeach.com</i>
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CONSULTANT: For Contractual Matters: <i>Steven A. Twedt</i> <i>Neel-Schaffer, Inc.</i> <i>772 Howard Avenue</i> <i>Biloxi, MS 39503</i> <i>Phone: 228-374-1211</i> <i>Fax: 228-374-1216</i> <i>steve.twedt@neel-schaffer.com</i>	For Technical Matters: <i>Russ Bryan</i> <i>Neel-Schaffer, Inc.</i> <i>704 Hardy Street</i> <i>Hattiesburg, MS 39401</i> <i>Phone: 601-545-1565</i> <i>Fax: {Fax Number}</i> <i>russ.bryan@neel-schaffer.com</i>
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Licensure Number from the Mississippi Board of Licensure for Professional Engineers and Surveyors: P.E. # <u>11221</u> Surveyor # _____	Licensure Number from the Mississippi Board of Licensure for Professional Engineers and Surveyors: P.E. # _____ Surveyor # _____
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ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Long Beach

William "Billy" Skellie, Mayor

WITNESS this my signature in execution hereof, this the 22 day of December, 2016.

Neel-Schaffer, Inc.

BY: 
Steve A. Twedt, P.E.

ATTEST: 

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

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LIST OF EXHIBITS

- 1. Evidence of Authority
- 2. Scope of Work
- 3. Fees and Expenses.
- 4. Sample Invoice
- 5. Notice to the CONSULTANT
- 6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
- 7. Certification of LPA
- 8. *{This Exhibit was intentionally left blank}*
- 9. Prime Consultant EEV Certification and Agreement

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EXHIBIT 1

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

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CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 1st day of January 2016 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

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


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


NOW, THEREFORE, BE IT RESOLVED, that:

- Robert R. Walker – Area Manager and Senior Vice President
- Mark G. Bailey – Senior Engineer Manager and Vice President
- Cindy Rich – Engineer Manager and Vice President
- Keith Purvis – Engineer Manager and Vice President
- Kevin Stafford – Engineer Manager and Vice President
- Steve Twedt – Area Manager and Vice President
- Mike Essary – Sr. Engineer Manager and Vice President
- Vincent Malavasi – Engineer Manager and Vice President
- Jonathan Kiser – Engineer Manager and Vice President

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

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 1st day of January 2016.



J. Clark Robinson
Secretary


Witness



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CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 1st day of January 2017 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

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

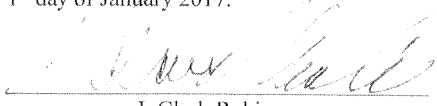
WHEREAS, Neel-Schaffer has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

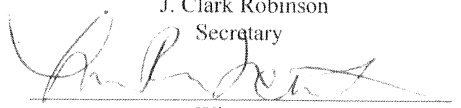
NOW, THEREFORE, BE IT RESOLVED, that:

Robert R. Walker – Area Manager and Senior Vice President
Mark G. Bailey – Senior Engineer Manager and Vice President
Cindy Rich – Engineer Manager and Vice President
Keith Purvis – Engineer Manager and Vice President
Kevin Stafford – Engineer Manager and Vice President
Steve Twedt – Area Manager and Vice President
Mike Essary – Sr. Engineer Manager and Vice President
Vincent Malavasi – Engineer Manager and Vice President
Jonathan Kiser – Engineer Manager and Vice President

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

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 1st day of January 2017.



J. Clark Robinson
Secretary


Witness



*Neel-Schaffer, Inc.
Jackson, Mississippi*

MDOT Regional Blanket Resolution 01012017

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EXHIBIT 2

Scope of Work

This CONTRACT includes preliminary engineering and necessary field surveying for a sidewalk construction and drainage for a sidewalk along Pineville Road from Beatline Road to Alexander Road located in Long Beach, Harrison County, Mississippi. The CONSULTANT will assist the LPA in monitoring the funding and estimated costs for the project.

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

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

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

Surveys shall at all times comply with the following:

1. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
2. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

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

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

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GENERAL REQUIREMENTS:

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

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

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

This project shall be performed using English units.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED (NTP) for that individual phase has been issued. The LPA reserves the right to not issue a NTP until work in the previous phase has been completed.

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

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

As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

- Part 1 -- Pre-Design Conference
- Part 2 -- Conceptual Plans
- Part 3 -- Field Inspection Plans
- Part 4 -- Office Review Plans
- Part 5 -- Final Contract Plans

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FIELD SURVEY:

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

A. Centerline Survey and Control:

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

FIELD REVIEW PLANS:

The CONSULTANT shall not begin work on this phase of work until a NTP has been issued.

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

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

Part 1 - PRE-DESIGN CONFERENCE

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

Part 2 - CONCEPTUAL PLANS

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

- A. SIDEWALK PLANS: Title Sheet(s), typical sections, plan sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

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

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

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

Part 4 - OFFICE REVIEW PLANS

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

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

Part 5 - FINAL CONTRACT PLANS

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

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

ADVERTISEMENT:

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

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

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EXHIBIT 3

FEES AND EXPENSES

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

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

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

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

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

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

Direct Salaries:

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

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

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being

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deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

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

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

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

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$4,552.81, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$55,236.17 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$37,961.37	\$2,740.00	\$4,552.81	\$9,981.99	\$55,236.17

**See Delineation of Cost Breakdown behind Exhibit 9.

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EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE
DATE:

ATTENTION: ACCOUNTS PAYABLE

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

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

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

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

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SUPPORTING DATA
Project No. 000000-000000LPA
County _____

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

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EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours

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

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

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

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

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

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

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EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 22 day of December, 20 16.

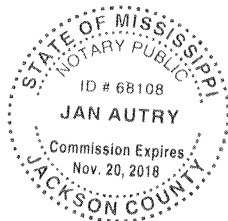
Neel-Schaffer, Inc.

BY: Steve A. Twedt

Steve A. Twedt, P.E.

ATTEST: Nancy

My Commission Expires:



Jan Autry
Notary

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EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the ____ day of _____, 20 ____.

City of Long Beach

William "Billy" Skellie, Mayor

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

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

128686
EEV* Company Identification Number [Required]

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

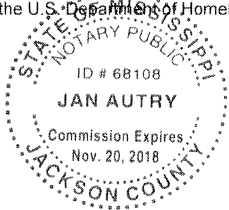
BY: [Signature] December 22, 2016
Authorized Officer or Agent Date

Steve A. Twedt Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 22 day of December, 2016.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

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



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Summary

Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	10		\$518.18	\$771.21	\$0.73	\$1,290.12	\$2,740.00	\$154.73	\$4,184.85
Meetings	69		\$2,715.58	\$4,041.60	\$3.80	\$6,760.98		\$810.86	\$7,571.84
Environmental	3		\$154.68	\$230.21	\$0.22	\$385.11		\$46.19	\$431.30
Roadway	732		\$9,283.80	\$13,817.08	\$13.00	\$23,113.88		\$2,772.11	\$25,885.99
Survey		\$9,981.99							\$9,981.99
PS&E/Advertisement	71		\$2,575.12	\$3,832.55	\$3.61	\$6,411.28		\$768.92	\$7,180.20
Total	885	\$9,981.99	\$15,247.36	\$22,692.65	\$21.36	\$37,961.37	\$2,740.00	\$4,552.81	\$55,236.17

Grand Total	\$55,236.17
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Activation Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

	No.	Estimated Hours					
MDOT Process Item Description	Sheets	Engineer Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Administrative Assistant	Total Hours
Project Activation							
LPA 100			1.0				1.0
LPA 700/800			1.0				1.0
Kickoff Meeting			7.0				7.0
Quality Control		1.0					1.0
Total Hours		1.0	9.0				10.0
Raw Labor Rates		\$54.14	\$51.56	\$25.44	\$17.00	\$24.40	
Labor Cost		\$54.14	\$464.04				\$518.18
			Overhead	%	148.83%		\$771.21
			Fixed Fee	%	12.00%		\$154.73
			FCCM Overhead	%	0.14%		\$0.73
		<u>Direct Costs:</u>	Qty.	Unit Price ¹			
		Mileage	1000.0	\$0.54	\$540.00		
		Meals		\$41.00			
		Lodging		\$86.00			
		Postage					
		Supplies					
		Reproductions	11000.0	\$0.20	\$2,200.00		
		Other					
		¹ See State Travel Handbook					
		Total Direct Costs:					\$2,740.00
		Prime Total					\$4,184.85
		Subconsultant A					
		Subconsultant B					
		Subconsultant Total					
		Project Total					\$4,184.85

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Meetings Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

MDOT Process Item Description	No.	Estimated Hours					
	Sheets	Engineer Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Administrative Assistant	Total Hours
Field Review							
Print and Distribute Plans			2.0		2.0	4.0	8.0
Conduct Plan in Hand review			6.0	4.0			10.0
Prepare Field Review Report			4.0	1.0			5.0
Office Review							
Print Plans and Specifications			2.0	1.0	4.0	4.0	11.0
Compile Design Notebook			4.0	2.0		2.0	8.0
Prepare ROW/Util Status Report			1.0				1.0
Conduct Plan Review			10.0	4.0			14.0
Prepare Office Review Report			3.0				3.0
PS&E Assembly							
MDOT Coordination			6.0	2.0			8.0
Quality Control		1.0					1.0
Total Hours		1.0	38.0	14.0	6.0	10.0	

Raw Labor Rates	\$54.14	\$51.56	\$25.44	\$17.00	\$24.40	
Labor Cost	\$54.14	\$1,959.28	\$356.16	\$102.00	\$244.00	\$2,715.58

Overhead % 148.83% \$4,041.60

Fixed Fee % 12.00% \$810.86

FCCM Overhead % 0.14% \$3.80

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.54
Meals		\$41.00
Lodging		\$86.00
Postage		
Supplies		
Reproductions		\$0.20
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$7,571.84

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$7,571.84

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Environmental Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

MDOT Process Item Description	No.	Estimated Hours					
	Sheets	Engineer Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Administrative Assistant	Total Hours
Environmental Documentation							
Wetland Investigation							
ENV-160			2.0				2.0
Permits							
NPDES							
USACE							
Quality Control			1.0				1.0
Total Hours			3.0				3.0

Raw Labor Rates	\$54.14	\$51.56	\$25.44	\$17.00	\$24.40	
Labor Cost		\$154.68				\$154.68
		Overhead	%	148.83%		\$230.21
		Fixed Fee	%	12.00%		\$46.19
		FCCM Overhead	%	0.14%		\$0.22

Direct Costs:	Qty.	Unit Price ¹
Mileage		\$0.54
Meals		\$41.00
Lodging		\$86.00
Postage		
Supplies		
Reproductions		\$0.20
Other		

¹ See State Travel Handbook

Total Direct Costs:	
Prime Total	\$431.30
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$431.30

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Roadway Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

MDOT Process Item Description	No.		Estimated Hours				Total Hours
	Sheets	Engineer Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Administrative Assistant	
Field Review							
Horizontal Alignment Design			6.0	32.0	4.0		42.0
Mainline							
Vertical Alignment Design							
Mainline-New Alignment and/or Regrade Existing Lanes							
Cross Sections							
Run Pattern Lines							
Cul Existing Cross Sections				4.0	2.0		6.0
Evaluate/Run Shape Files							
Determine Proposed Template Criteria				4.0			4.0
Generate Proposed Templates							
Determine Constructability Issues			4.0	2.0			6.0
Adjust Cross Sections For Revised Bridge Recommendations							
Phase Construction Details			2.0	2.0	4.0		8.0
Preliminary Earthwork Calculations			1.0	4.0	2.0		7.0
Plan Profile Sheets							
Sheet Clean-Up and Organization			4.0	18.0	32.0		54.0
Add Notes, Bridges, & Pipes In Profile View			1.0	4.0			5.0
Adjust Profile for Revised Bridge Recommendations							
Erosion Control Sheets			2.0	2.0	2.0		6.0
Miscellaneous Sheets							
Special Design Sheets			4.0	16.0	24.0		44.0
Conceptual Permanent Striping							
Conceptual Permanent Signing Plan			1.0	2.0	2.0		5.0
Traffic Control Plan			1.0	1.0	2.0		4.0
Evaluate Construction Phasing							
TCP Sheets			1.0	2.0	2.0		5.0
TCP Typical Sections							
Revise Plans Per Conceptual Review				32.0	32.0		64.0
QA/QC		2.0	6.0				8.0
Office Review							
Typical Sections							
Add Paving Details & Notes			1.0	4.0	4.0		9.0
Summary of Quantity Sheets							
Create SQ Sheets				1.0	4.0		5.0
Select Appropriate Pay Items			1.0	4.0			5.0
Add Footnotes				1.0	1.0		2.0
Estimated Quantity Sheets							
Earthwork (phased if necessary)							
Drainage Structures				2.0	2.0		4.0
Permanent Erosion Control							
Traffic Control							
Pavement Marking (permanent and temporary)							
Removal Items				2.0			2.0
Side Drains							
Guardrail							
Junction Boxes							
Box Culverts							
Bridge End Pavement							
Permanent Signing							

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Roadway Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

	Hydraulic Design Data						
	Incidental Construction Items			2.0	2.0		4.0
	Quantity Calculations		1.0	12.0	2.0		15.0
	Plan Profile Sheets						
	Sheet Clean-up and Organization		1.0	1.0	6.0		8.0
	Design & Place Permanent Erosion Control Items		1.0	1.0	1.0		3.0
	Place Earthwork Information (phased if necessary)						
	Traffic Control Detail Sheets						
	Develop Phasing Narrative (if necessary)						
	Construction Signing Detail						
	TCP Sheets		1.0	1.0	2.0		4.0
	TCP Typical Sections						
	Address Corrections From MDOT TCP Check						
	Special Design Sheets		1.0	8.0	16.0		25.0
	Erosion Control Sheets(including plan-profile EC sheets)				2.0		2.0
	QA/QC	2.0	4.0				6.0
	Submit Office Review Plans						
	2 Multi-Page PDF Files For Plans & Cross Sections			1.0	3.0		4.0
	Complete/Submit Phase B Checklist						
	Submit Quantity Calculations (1 multi-page pdf)						
	Submit CADD Files						
							366.0
	Total Hours	4.0	44.0	165.0	153.0		732.0

Raw Labor Rates	\$54.14	\$51.56	\$25.44	\$17.00	\$24.40	
Labor Cost	\$216.56	\$2,268.64	\$4,197.60	\$2,601.00		\$9,263.80
		Overhead	%	149.83%		\$13,817.08
		Fixed Fee	%	12.00%		\$2,772.11
		FCCM Overhead	%	0.14%		\$13.00

Direct Costs:	Qty	Unit Price ¹
Mileage		\$0.54
Meals		\$41.00
Lodging		\$86.00
Postage		
Supplies		
Reproductions		\$0.20
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$25,885.99

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$25,885.99

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Mayor and Board of Aldermen

Survey Sheet
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Maptech
11/11/2016

	MDOT Process Description	Item	No	Estimated Hours							Total Hours
			Sheets	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Labor Classification	
Field Review											
		Gather Property Owner Information from Tax Records, Prepare & Send Out Right of Entry Notification Letters (x Properties)									
		Property Owner Interview & Questionnaire (x Properties)									
		Establish/Verify the Primary Horizontal & Vertical Control									
		Establish Secondary Control Points as a Supplement to the Primary Control									
		Establish and Verify Approx. x TBM's (Temporary Benchmarks)									
		Perform Topographic Survey of Main Line (x LF @ y' Intervals)									
		Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)									
		Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' Intervals)				8.0					8.0
		Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z' Intervals)									
		Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)									
		Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities									
		Develop Digital Terrain Model					40.0				40.0
		Generate Finalized Existing Conditions Drawing				1.0	8.0				9.0
		Quality Control			2.0						2.0
		Totals	0.0	0.0	2.0	9.0	48.0	0.0	0.0	0.0	59.0
		Total Hours			2.0	9.0	48.0				59.0
		Raw Labor Rates		\$54.14	\$38.20	\$54.14	\$51.56	\$0.00	\$17.00	\$24.40	
		Labor Cost			\$76.40	\$487.26	\$2,474.88				\$3,038.54
		Overhead						%	193.19%		\$5,870.16
		Fixed Fee						%	12.00%		\$1,069.04
		FCCM Overhead						%	0.14%		\$4.25
		Direct Costs:						Qty	Unit Price ¹		
		Mileage							\$0.54		
		Meals							\$41.00		
		Lodging							\$86.00		
		Postage									
		Supplies									
		Reproductions							\$0.20		
		Other									
		¹ See State Travel Handbook									
		Total Direct Costs:									
		Prime Total									\$9,981.99
		Subconsultant A									
		Subconsultant B									
		Subconsultant Total									
		Project Total									\$9,981.99

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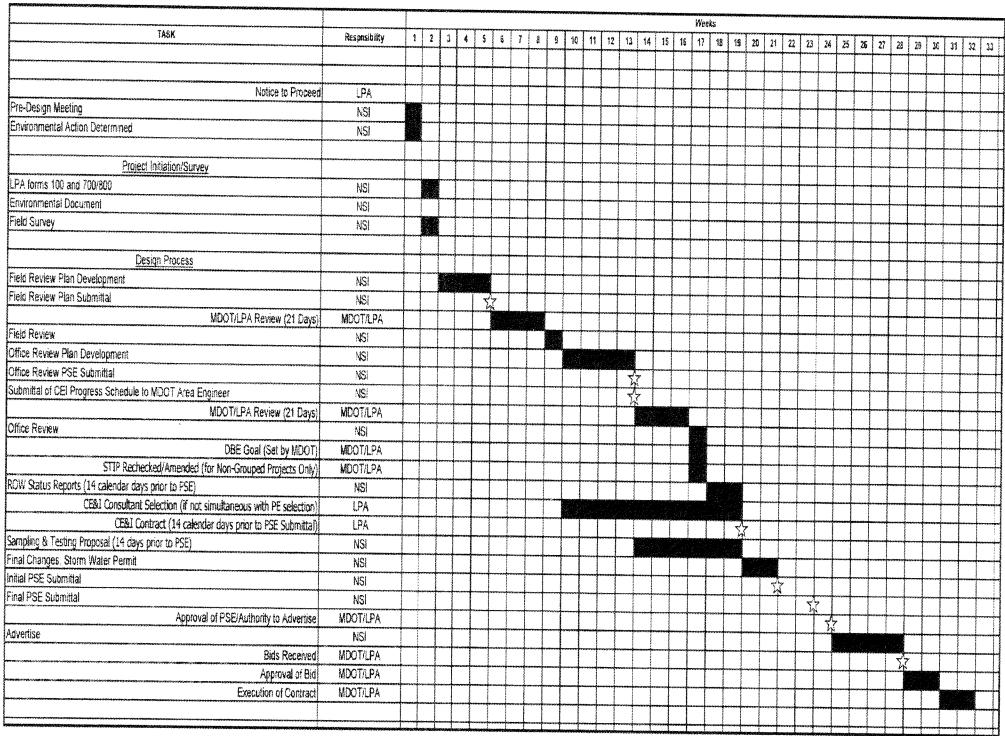
PS&E / Advertisement
Pineville Road Sidewalk
Harrison County
Project Number STP-9083-00(001)LPA /107481-701000
Neel-Schaffer
11/11/2016

		No.	Estimated Hours							
MDOT Process Description	Item	Sheets	Engineer Manager	Engineer Manager	Engineer Manager	Senior Project Manager	Engineer Intern	Engineer Technician	Administrative Assistant	Total Hours
PS&E Assembly										
	Right of Way Certification			1.0						1.0
	Utility Certification			1.0						1.0
	Encroachment Certification			1.0						1.0
	Hazardous Waste Certification			1.0						1.0
	Asbestos Abatement Certification			1.0						1.0
	Composa Letters			2.0						2.0
	Compile Forms			2.0						2.0
	Print Plans				4.0	4.0				8.0
	Assemble Specifications			2.0	2.0				1.0	5.0
	Material Checklist									
	MDOT Coordination			2.0				3.0		5.0
Advertisement										
	Print Plans and Specifications					4.0			4.0	8.0
	Prepare Advertisement			1.0					1.0	2.0
	Bidder Coordination			8.0					4.0	12.0
	Receive & Evaluate Bids			4.0					8.0	12.0
	Assemble Bids and Submit			8.0					2.0	10.0
Quality Control										
Total Hours										
				34.0	6.0	8.0		3.0	20.0	71.0
Raw Labor Rates			\$54.14	\$38.20	\$54.14	\$51.56	\$25.44	\$17.00	\$24.40	
Labor Cost				\$1,298.80	\$324.84	\$412.48		\$51.00	\$488.00	\$2,575.12
							Overhead	%	148.83%	\$3,832.55
							Fixed Fee	%	12.00%	\$768.92
							FCCM Overhead	%	0.14%	\$3.61
Direct Costs:										
						Qty.	Unit Price ¹			
							\$0.54			
							\$41.00			
							\$86.00			
							\$0.20			
¹ See State Travel Handbook										
Total Direct Costs.										
Prime Total										\$7,180.20
Subconsultant A										
Subconsultant B										
Subconsultant Total										
Project Total										\$7,180.20

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PROJECT SCHEDULE

Pineville Road Sidewalk
Harrison County, Mississippi
STP-9083-00(001) LPA/107481-701000



Note: Construction Phases will require a separate agreement

There came on for consideration a letter from School Board Trustee Angie Johnson,
as follows:

**Minutes of January 3, 2017
Mayor and Board of Aldermen**

ANGIE ALEXANDER JOHNSON
1155 EAST OLD PASS ROAD
LONG BEACH, MS 39560
228-297-9298

December 28, 2016

Mayor, City of Long Beach
Long Beach Board of Aldermen
City of Long Beach

Dear Mayor and Board of Aldermen:

The purpose of this letter is to inform you that I wish to rescind my letter requesting to remain a member of the Long Beach School Board.

I want to thank you for appointing me to the school board for the past two terms. I feel I have fulfilled my duties to the school district to the best of my abilities and my experiences have been rewarding. The support I have received made me appreciate the privilege I have had to serve the Long Beach School District.

I have the utmost respect for our superintendent, administrators and teachers and thank them for their dedication and perseverance to excel under difficult financial conditions. In spite of the difficult conditions, I look forward to many more successes in our school district.

Again, thank you.

Respectfully,



Angie Alexander Johnson

Upon discussion, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to accept the withdrawal of Ms. Johnson's application, with regret, expressing appreciation for her years of dedicated service to the Long Beach School District.

Upon further discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to forego interviews for School Board Trustee, directing the City Clerk to inform Debra Cook that interviews were cancelled

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and her appointment to the Long Beach School Board of Trustees would become official at the regular meeting scheduled for February 7, 2017.

There was no action required or taken regarding derelict properties at this time.

There was no report from the City Attorney.

There were no public comments regarding general matters not appearing on the agenda.

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

APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk

