Minutes of July 7, 2009
Mayor and Board of Aldermen

Carrubba 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 Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

July 21, 2009
Date

ATTEST:

Rebecca E. Schruff, City Clerk

Minutes of July 21, 2009
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, was begun and held at 6:00 o'clock p.m. it being the third Tuesday in July, 2009, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said Board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff and City Attorney James C. Simpson, Jr.

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

****

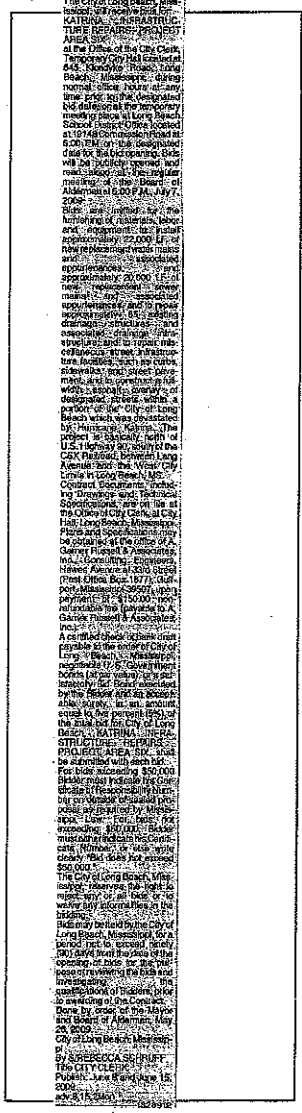
The meeting was called to order and, due to a possible conflict of interest, Alderman Ponthieux was recused from the open meeting.

* *

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a recess meeting duly held and convened on May 26, 2009, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County; the Press-Register, County of Mobile, State of Alabama; The Clarion-Ledger, County of Hinds, State of Mississippi; Legal Notice, Advertisement for Bids, "KATRINA INFRASTRUCTURE REPAIRS – PROJECT AREA SIX, as evidenced by the Publishers' Proofs of Publication.

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to spread Proofs of Publication upon the minutes of this meeting in words and figures, as follows:

PROOF OF PUBLICATION



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Laux who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

Vol. 125 No., 249 dated 8 day of June, 2009
Vol. 125 No., 2886 dated 15 day of June, 2009
Vol. _____ No., _____ dated _____ day of _____, 20____
Vol. _____ No., _____ dated _____ day of _____, 20____
Vol. _____ No., _____ dated _____ day of _____, 20____
Vol. _____ No., _____ dated _____ day of _____, 20____
Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

JUN 18 2009

Crista Lauz
Clerk

Sworn to and subscribed before me this 16 day of June, A.D., 2009

KANDI A. BERKLEY
Notary Public, State of Mississippi
Harrison County
My Commission Expires
April 05, 2010

Kandi A. Berkley
Notary Public

Printer's Fee ..... $_____
Furnishing proof of publication ..... $_____
TOTAL..... $ 112.56

Minutes of July 21, 2009
Mayor and Board of Aldermen

PRESS-REGISTER

LEGAL AFFIDAVIT

Account Number: 1057428

Name: CITY OF LONG BEACH MISSISSIPPI

Sale Rep: Christine Bevins

Period Ending: 06/15/09

Billing Inquiries Please Call: (251) 219-5405 or (251) 219-5421

CITY OF LONG BEACH MISSISSIPPI
ATTN ACCOUNTS PAYABLE
P.O. BOX 929
LONG BEACH, MS 39560

- Press - Register
  Lock Box 1712
  Mobile, AL 36633-1712

START DATE	END DATE	AD NUMBER	P.O. NUMBER / DESCRIPTION	SAU SIZE	BILLED UNITS	TIMES RUN	AMOUNT
06/08	06/15	0001506744-06082009	PROJECT AREA SIX/ADVERTISEMENT FOR BIDS City of	498 Words	498	2	342.34
						TOTAL:	342.34

Mecia Carlson being sworn, says that she is bookkeeper of Press-Register which publishes a daily newspaper in the City and County of Mobile, State of Alabama: and attached notice appeared in the issue of

Press-Register 6/8/2009, 6/15/2009

Mecia Carlson

Sworn to and subscribed before me this 15th day of June 2009

Brandi W. Cook

NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL MECIA CARLSON AT (251) 219-5418. YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX: LEGALS@PRESS-REGISTER.COM OR FAX# (251) 219-5037

ADVERTISEMENT FOR BIDS

City of Long Beach, Mississippi

The City of Long Beach, Mississippi, will receive bids for:

KATRINA INFRASTRUCTURE REPAIRS - PROJECT AREA SIX

at the Office of the City Clerk, Temporary City Hall located at 645 Klondyke Road, Long Beach, Mississippi, during normal office hours at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office located at 191 Commission Road at 6:00 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 6:00 P.M., July 7, 2009.

Bids are invited for the furnishing of materials, labor and equipment to install approximately 22,000 LF of new replacement water mains and associated appurtenances, and approximately 20,000 LF of new replacement sewer mains and associated appurtenances, and to repair approximately 55 existing drainage structures and associated drainage infrastructure, and to repair miscellaneous street infrastructure facilities, such as curbs, sidewalks, and street pavement, and to construct a full-width asphalt overlay of designated streets within a portion of the City of Long Beach which was damaged by Hurricane Katrina. The project is basically north of U.S. Highway 90, south of the CSX Railroad, between Lang Avenue and the West City Limits in Long Beach, MS.

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39507, upon payment of $150.00 nonrefundable fee (payable to A. Garner Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, KATRINA INFRASTRUCTURE REPAIRS - PROJECT AREA SIX, shall be submitted with each bid.

For bids exceeding $50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi law. For bids not exceeding $50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed $50,000."

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, May 20, 2009.

City of Long Beach, Mississippi

By /s/REBECCA SCHURFF

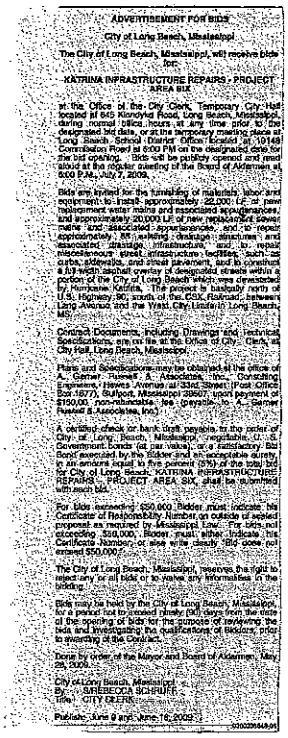
Title CITY CLERK

PRESS REGISTER
JUNE 8, 15, 2009

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C14657
CITY OF LONG BEACH- LEGALS,
0200236648
Katrina Repairs Project Area 6



ADVERTISEMENT FOR BIDS

City of Long Beach, Mississippi

The City of Long Beach, Mississippi, will receive bids for:

KATRINA INFRASTRUCTURE REPAIRS - PROJECT AREA SIX

at the Office of the City Clerk, Temporary City Hall located at 845 Klondyke Road, Long Beach, Mississippi, during normal office hours, at any time prior to the designated bid date, or at the temporary meeting place at Long Beach School District Office located at 10148 Commission Road at 6:00 PM on the designated date for the bid opening. Bids will be publicly opened and read aloud at the regular meeting of the Board of Aldermen at 6:00 P.M., July 7, 2009.

Bids are invited for the furnishing of materials, labor and equipment to install approximately 22,000 LF of new replacement water mains and associated appurtenances, and approximately 20,000 LF of new replacement sewer mains and associated appurtenances, and to repair approximately 85 dwelling drainage structures and associated drainage infrastructure, and to repair miscellaneous street infrastructure facilities, such as curbs, sidewalks, and street pavement, and to construct a full width asphalt overlay of designated streets within a portion of the City of Long Beach which were devastated by Hurricane Katrina. The project is basically north of U.S. Highway 90; south of the CSX Railroad; between Long Avenue and the West City Limits of Long Beach, MS.

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi.

Plans and Specifications may be obtained at the office of A. Garner Purnell & Associates, Inc., Consulting Engineers, Hewes Avenue at 33rd Street (Post Office Box 1677), Gulfport, Mississippi 39502, upon payment of $150.00, non-refundable fee (payable to A. Garner Purnell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid, for City of Long Beach, KATRINA INFRASTRUCTURE REPAIRS - PROJECT AREA SIX, shall be submitted with each bid.

For Bids between $50,000 Bidder must indicate his Contractor of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding $50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed $50,000".

The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract.

Done by order of the Mayor and Board of Aldermen, May 28, 2009.

City of Long Beach, Mississippi
By: /s/ SREBECCA SCHRUFE
Title: CITY CLERK

Publish: June 9 and June 16, 2009

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

6/9/2009
6/16/2009

Size: 581 words / 2.00 col. x 81.00 lines
Published: 2 time(s)
Total: $139.82

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 6/16/2009.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID# 90075
Commission Expires
June 29, 2012
RANKIN COUNTY

The Clerk further reported that twelve (12) bids were properly filed, whereupon, said bids were then and there publicly opened and read aloud, as follows:

Minutes of July 21, 2009
Mayor and Board of Aldermen

BIDS - KATRINA INFRASTRUCTURE REPAIRS - PHASE SIX

JULY 21, 2009 - 6:00 PM

PRELIMINARY BID TABULATION CONTRACTOR NAME	CERT. RESP #	BID BOND	ACKNOWLEDGE ADDENDUMS NO. 1	ACKNOWLEDGE ADDENDUMS NO. 2	BID AMOUNT
J LEVENS BUILDERS 5098 A AVENUE, SUITE A PO BOX 779 LONG BEACH, MS 39560	11032	√	√	√	$ 3,249,716.55
GULF EQUIPMENT CORPORATION 5212 WILLIS ROAD THEODORE, AL 36582	10434	√	√	√	3,938,405.70
FREELAND & LEMM CONSTRUCTION CO SCOTT CONTRACTORS, INC J/V 1280 BIG ORANGE RD/PO BOX 3155	02448	√	√	√	5,083,786.25
COLOM CONSTRUCTION COMPANY INC PO BOX 414 RIPLEY, MS 38663	05993	√	√	√	4,577,002.00
HEMPHILL CONSTRUCTION COMPANY PO DRAWER 879 FLORENCE, MS 39073	2449	√	√	√	4,218,453.00
JAY BEARDEN CONSTRUCTION, INC PO BOX 180428 RICHLAND, MS 39218-0425	09155-SC	√	√	√	4,067,907.00
KAPPA DEVELOPMENT & GENERAL CONTRACTING, INC 10480 REICHOLD RD GULFPORT, MS 39503	11582	√	√	√	3,479,115.90
KNOWLES CONSTRUCTION, INC 17581 OLD HWY 49 SAUCIER, MS 39574	11798-SC	√	√	√	3,994,417.75
QUALITY ENTERPRISES 3894 MANNIX DRIVE, SUITE 216 NAPLES, FL 34114-5406	17569-MC	√	√	√	3,988,202.26
RACON, INC PO BOX 2692 TUSCALOOSA, AL 35403	05749	√	√	√	3,633,117.00
SCI, INC 10200 LOGAN CLINE ROAD GULFPORT, MS 39503	04939	√	√	√	3,896,252.30
W.G. YATES & SONS CONSTRUCTION COMPANY 115 MAIN STREET BILOXI, MS 39530	01824-MC	√	√	√	4,234,885.02

Upon discussion, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to take the aforementioned bids under advisement for review and tabulation by the City Engineer, with a recommendation at the next regular meeting, August 4, 2009.

* *

Alderman Ponthieux returned to the open meeting.

****

It was noted for the record that, in accordance with Addendum Number 2 as issued, bids for Katrina Infrastructure Repairs – Area 7, will be opened on August 4, 2009.

****

Award of the Harbormaster Building bid, was taken under advisement for further consideration and recommendation at the next regular meeting, August 4, 2009.

****

Award of the Harbor Repairs, Phase VII (Dredging) bid, was taken under advisement for further consideration and recommendation at the next regular meeting, August 4, 2009.

****

There came on for consideration a letter with attachments from Gary L. Dunn, RA, NCARB, President, Dunn & Associates, P. A. as follows:

21 July 2009

Broaddus & Associates
One Hancock Plaza
2510 14th Street, Suite 810
Gulfport, MS 39501

Attention: David Vicknair
Project Manager

Re: Hurricane Katrina Recovery Repairs and Retrofit to
FIRE STATION NO. 1
645 Klondyke Road,
Long Beach, MS

Dear David:

We have completed our review of Bids received on July 7, 2009 on the above referenced project. Based upon our review of received bids, we recommend acceptance of the Lump Sum Base Bid from Delta Construction, Inc. of Saucier, MS in the amount of $30,849.00. In addition, we recommend acceptance of the following Alternate Bids:

Alternate No. 1	$27,770.00	5 additional Overhead Doors
Alternate No. 2	$ 0.00	150 mph resistant Overhead Doors
Alternate No. 3	$22,387.00	Power operated Hurricane Shutters

We have contacted Delta Construction and verified that they are satisfied that their submitted bid is complete and will enter into a construction contract upon award by the City of Long Beach. We therefore recommend awarding a Contract for Construction to Delta Construction, Inc. in the amount of $81,006.00.

If you should have any questions, please contact the undersigned at 228-896-1859m Fax 228-897-2415, or e-mail at dunnarch@cableone.net.

Sincerely,
Dunn & Associates, P.A.

Gary L. Dunn, RA, NCARB
President

cc: file

Architecture • Planning • Project Management
450 East Pass Road Suite 108 Gulfport, Mississippi 39507 228-896-1859 Fax 228-897-2415

DUNN associates

Letter of Transmittal

To: **City of Long Beach**
Attn: Becky Scruff, City Clerk
645 Klondyke Road
Long Beach, MS 39560

Date: 10 July 2009

Re: **City of Long Beach**
Hurricane Katrina Recovery
Repairs and Retrofit to
Fire Station No. 1
Long Beach, Mississippi

Project Number: 07-108A

We are transmitting you the following items:

[ ] PRINTS [ ] PLANS [ ] SPECIFICATIONS [ ] COPY OF LETTER [ ] CHANGE ORDER

[ ] SHOP DRAWING [ ] SUBMITTALS [ ] PUNCH LIST [X] OTHER

COPIES	DATE	NO.	DESCRIPTION
1 ea	7/7/09		Original opened Bids from: Gulf Construction Company Delta Construction, Inc. David Smith Construction, Inc. Samuel B. Day Construction, Inc. ReflecTech Technical Contracting Services, LLC Bay South Limited, Inc. Gibson Maintenance, LLC Vision Construction, Inc.
8	7/7/09		Certified Bid Tabulations

These are transmitted for:

[ ] for Approval [x] for Your Use [ ] as Requested [ ] for Review & Comment [ ] for Signature

[ ] Approved as submitted [ ] Approved as noted [ ] Returned for correction & Resubmittal

[ ] for Bids due:

Remarks:

Signed: Gary L. Dunn

cc: file
Broaddus & Associates

Architecture · Planning · Interior Design · Project Management
450 East Pass Road, Suite 108 Gulfport, Mississippi 39507 228-896-1859 Fax 228-897-2415

CITY OF LONG BEACH, MS

FIRE STATION NO. 1

07-07-2009

CERTIFIED BID TABULATION

Hurricane Katrina Recovery Repairs and Retrofit to
FIRE STATION NO. 1
545 Klondyke Road, Long Beach, MS

Bid Opening
7/7/2009
06:00 P.M.

BIDDERS NAME	Bid Security	Add	LUMP SUM BASE BID	Alter No.1 5 Additional Overhead Doors	Alter No.2 150mph Resistant OH Doors	Alter No.3 Hurr. Shutters power operated
1 Gulf Construction Company 225 Cowan Road Gulfport, MS 39507 Cert. of Resp. Number: 14852	[X] Bond Travelers 5% One Copy	[X] No.1	$ 49,594.75 Remarks:	$ 21,486.00 Remarks:	$ 23,697.75 Remarks:	$ 29,797.00 Remarks:
2 Delta Construction, Inc. 13386 Road 513 Saucier, MS 39574 Cert. of Resp. Number: 09792-MC	[X] Bond Travelers 5% Two Copies	[X] No.1	$ 30,849.00 Remarks:	$ 27,770.00 Remarks:	$ 0.00 Remarks:	$ 22,367.00 Remarks:
3 David Smith Construction, Inc. 705 Hwy 49 Inverness, MS 38753 Cert. of Resp. Number: 09237-MC	[X] Bond Granite Re, Inc. 5% Two Copies	[X] No.1	$ 42,700.00 Remarks:	$ 33,800.00 Remarks:	$ 0.00 Remarks:	$ 25,600.00 Remarks:
4 Samuel B. Day Construction, Inc. 15296 South Swan Road Gulfport, MS 39503-8597 Cert. of Resp. Number: 09315	[X] Bond Ohio Casualty 5% Two Copies	[X] No.1	$ 44,400.00 Remarks:	$ 29,400.00 Remarks:	$ 100.00 Remarks:	$ 22,800.00 Remarks:
5 ReflectTech 100 Street "A" Suite "A" Picayune, MS 39466 Cert. of Resp. Number: 11133-MC	[X] Bond First National 5% Two Copies	[X] No.1	$ 89,485.00 Remarks:	$ 30,157.00 Remarks:	$ 24,566.00 Remarks:	$ 41,637.00 Remarks:
6 Technical Contracting Services, LLC P.O. Box 6456 Gulfport, MS 39506 Cert. of Resp. Number: 16149	[X] Bond Insurance Co. 5% Two Copies	[X] No.1	$ 39,900.00 Remarks:	$ 30,000.00 Remarks:	$ 22,000.00 Remarks:	$ 25,900.00 Remarks:
7 Bay South Limited, Inc. P.O. Box 250 Saraland, AL 36571 Cert. of Resp. Number: 09864	[X] Bond 5% Non-MS Agent Two Copies	[X] No.1	$ 68,000.00 Remarks:	$ 30,000.00 Remarks:	$ 24,000.00 Remarks:	$ 26,000.00 Remarks:
8 Kerry Gibson / Gibson Maintenance, LLC 118 Dennis Lane Long Beach, MS 39560 Cert. of Resp. Number: 13076	[X] Bond Old Republic 5% Two Copies	[X] No.1	$ 34,812.50 Remarks:	$ 28,951.00 Remarks:	$ 3,500.00 Remarks:	$ 34,995.00 Remarks:
9 Vision Construction, Inc. P.O. Box 2686 Gulfport, MS 39505 Cert. of Resp. Number: 6853-MC	[X] Bond Hartford 5% Two Copies	[X] No.1	$ 34,623.00 Remarks:	$ 30,751.00 Remarks:	$ 24,566.00 Remarks:	$ 26,500.00 Remarks:

CERTIFICATION:
I, Gary L. Dunn, do hereby certify the above Bids were received, opened, and read aloud in accordance with the Advertisement for Bids, Instructions to Bidders, and issued addendums.

Gary L. Dunn / MS Architect 1535

Prepared by DUNN ASSOCIATES

City of Long Beach, Mississippi

BIDS - REPAIRS AND RETROFIT FIRE STATION #1

RECEIVE JULY 7, 2009 2:00 PM

OPEN JULY 7, 2009 6:00 PM

PRELIMINARY BID TABULATION

CONTRACTOR NAME	CERT. RESP #	ADDENDUM NO. 1	BID BOND	LUMP BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3
Gulf Construction Company 225 Cowan Road Gulfport, Mississippi	14852	√	√	$ 49,594.75	$ 21,486	$ 23,697.75	$ 29,797
Delta Construction, Inc. 13386 Road 513 Saucier, MS 39574	09792-MC	√	√	$ 30,849	$ 27,770	$ -	22,387
David Smith Construction, Inc. 706 Highway 49 Inverness, MS 38753	09237-MC	√	√	42,700	33,800	-	25,600
Samuel B. Day Construction, Inc. 15296 South Swan Road Gulfport, MS 39503-8597	09315	√	√	44,400	29,400	100	22,800
ReflecTech 100 Street A, Suite A Picayune, MS 39466	11133-MC	√	√	89,488	30,157	24,566	41,637
Technical Contracting Services, LLC P.O. Box 6456 Gulfport, MS 39506	16149	√	√	39,900	30,000	22,000	25,900
Bay South Limited, Inc. P.O. Box 250 Saraland, AL 36571	09864	√	√	68,000	30,000	24,000	26,000
Kerry S. Gibson dba Gibson Maintenance, LLC 118 Dennis Lane Long Beach, MS 39560	13076	√	√	34,812.50	28,951	3,500	34,995
Vision Constructors, Inc. P.O. Box 2686 Gulfport, MS 39505	16853-MC	√	√	34,623	30,751	24,566	26,500

Based upon the recommendation of Mr. Dunn, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to award the contract, Repairs and Retrofit to Fire Station Number 1, Delta Construction, all as set forth above.

****

There came on for consideration a letter with attachments from Gary L. Dunn, RA, NCARB, President, Dunn and Associates, P. A., as follows:

associates

21 July 2009

Broaddus & Associates
One Hancock Plaza
2510 14th Street, Suite 810
Gulfport, MS 39501

Attention: David Vicknair
Project Manager

Re: Hurricane Katrina Recovery Repairs and Retrofit to
FIRE STATION NO. 3
21066 Johnson Road
Long Beach, MS

Dear David:

We have completed our review of Bids received on July 7, 2009 on the above referenced project. Based upon our review of received bids, we make the following recommendation.

1) **Disqualification:**
The bid of Bay South Limited, Inc. of Saraland, AL was accompanied with a Bid Bond not signed or countersigned by a Mississippi Resident Agent in accordance with Instructions to Bidders IB-10 Bid Security paragraph "C." This non-compliance item makes the submitted bid of Bay South Limited "non-responsive".

2) **Acceptance with conditions:**
Review of the next lowest Bidder, Delta Construction, Inc. finds the submitted Bid in accordance with the Instructions to Bidder and other published bidding requirements. The Lump Sum Base Bid in the amount of $104,920.00, Alternate No.1 in the amount of #13,650.00, and Alternate No.2 in the amount of $68,500.00 exceeds current available funding. Inquiry has determined that post award value engineering can substantially reduce an award amount closer to the current funding limit.

3) **Recommendation:**
Authorize the Project Manager (Broaddus & Associates) and Architect (Dunn & Associates) to post-bid-negotiate with Delta Construction, Inc. cost reductions via value engineering, and clarifications of included scope of repairs towards an award amount within current and available adjusted funding. We have contacted Delta Construction, Inc. and they are agreeable to a bid review and negotiations toward award of a contract for construction.

If you should have any questions, please contact the undersigned at 228-896-1859m Fax 228-897-2415, or e-mail at gdunn@dunnarch.com.

Sincerely,
Dunn & Associates, P.A.

Gary L. Dunn, RA, NCARB
President

cc: file

Architecture • Planning • Project Management
450 East Pass Road, Suite 108 Gulfport, Mississippi 39507 228-896-1859 Fax 228-897-2415

DUNN associates

Letter of Transmittal

To: **City of Long Beach**
Attn: Becky Scruff, City Clerk
645 Klondyke Road
Long Beach, MS 39560

Date: 10 July 2009

Re: **City of Long Beach**
Hurricane Katrina Recovery
Repairs and Retrofit to
Fire Station No. 3
Long Beach, Mississippi

Project Number: 07-108B

We are transmitting you the following items:

[ ] PRINTS [ ] PLANS [ ] SPECIFICATIONS [ ] COPY OF LETTER [ ] CHANGE ORDER
[ ] SHOP DRAWING [ ] SUBMITTALS [ ] PUNCH LIST [X] OTHER

COPIES	DATE	NO.	DESCRIPTION
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[ ] for Approval [x] for Your Use [ ] as Requested [ ] for Review & Comment [ ] for Signature
[ ] Approved as submitted [ ] Approved as noted [ ] Returned for correction & Resubmittal
[ ] for Bids due:

Remarks:

cc: file
Broaddus & Associates

Signed: Gary L. Dunn

Architecture • Planning • Interior Design • Project Management
450 East Pass Road, Suite 108 Gulfport, Mississippi 39507 228-896-1869 Fax 228-897-2415

CITY OF LONG BEACH, MS

FIRE STATION NO. 3

07-07-2009

CERTIFIED BID TABULATION

Hurricane Katrina Recovery Repairs and Retrofit to
FIRE STATION NO. 3
21066 Johnson Road, Long Beach, MS

Bid Opening
7/7/2009
06:00 P.M.

BIDDERS NAME	Bid Security	Add	LUMP SUM BASE BID	Alter No.1 Hurr. Shutters power operated	Alter No.2 Buttressing
1 Gulf Construction Company 225 Cowan Road Gulfport, MS 39507 Cert. of Resp. Number: 14852	[X] Bond Travelers 5% One Copy	[X] No.1	$ blank Remarks:	$ blank Remarks:	$ blank Remarks:
2 Delta Construction, Inc. 13386 Road 513 Saucier, MS 39574 Cert. of Resp. Number: 09792-MC	[X] Bond Travelers 5% Two Copies	[X] No.1	$ 104,920.00 Remarks:	$ 13,850.00 Remarks:	$ 68,500.00 Remarks:
3 David Smith Construction, Inc. 705 Hwy 49 Inverness, MS 38753 Cert. of Resp. Number: 09237-MC	[X] Bond Granite Re, Inc. 5% Two Copies	[X] No.1	$ 94,700.00 Remarks:	$ 9,250.00 Remarks:	$ 136,970.00 Remarks:
4 Samuel B. Day Construction, Inc. 15296 South Swan Road Gulfport, MS 39503-8597 Cert. of Resp. Number: 09315	[X] Bond Ohio Casually 5% Two Copies	[X] No.1	$ 102,500.00 Remarks:	$ 6,730.00 Remarks:	$ 134,600.00 Remarks:
5 ReflecTech 100 Street "A" Suite "A" Picayune, MS 39466 Cert. of Resp. Number: 11133-MC	[X] Bond First National 5% Two Copies	[X] No.1	$ 157,658.00 Remarks:	$ 17,402.00 Remarks:	$ 72,000.00 Remarks:
6 Technical Contracting Services, LLC P.O. Box 6456 Gulfport, MS 39505 Cert. of Resp. Number: 16149	[X] Bond Insurance Co. 5% Two Copies	[X] No.1	$ 92,900.00 Remarks:	$ 14,900.00 Remarks:	$ 102,000.00 Remarks:
7 Bay South Limited, Inc. P.O. Box 250 Saraland, AL 36571 Cert. of Resp. Number: 09864	[X] Bond 5% Non-MS Agent Two Copies	[X] No.1	$ 86,800.00 Remarks:	$ 16,500.00 Remarks:	$ 54,000.00 Remarks:
8 Kerry Gibson / Gibson Maintenance, LLC 118 Dennis Lane Long Beach, MS 39560 Cert. of Resp. Number: 13076	[X] Bond Old Republic 5% Two Copies (?)	[X] No.1	$ 98,704.00 Remarks:	$ 13,125.00 Remarks:	$ 149,000.00 Remarks:

CERTIFICATION:
I, Gary L. Dunn, do hereby certify the above Bids were received, opened, and ead aloud in accordance with the Advertisement for Bids, Instructions to Bidders, and issued addendums.

Gary L. Dunn / MS Architect 1535

Prepared by DUNN ASSOCIATES

1 OF 1

Based upon the recommendation of Mr. Dunn, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried authorizing the Project Manager, Broadus and Associates, and Architect Dunn & Associates, to post-bid-negotiate with Delta Construction, Inc., all as set forth above.

****

Award of the Fire Station Number Two bid, was taken under advisement for further consideration and recommendation at the next regular meeting, August 4, 2009.

****

M.B. 64
REG:07.21.09

There were no announcements, presentations or proclamations.

****

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

Item X. 3. c. DEPARTMENTAL BUSINESS; CIVIL DEFENSE – HURRICANE KATRINA; CDBG (2) Requests for Cash and Payment of (5) Invoices;

Item XI. 5. UNFINISHED BUSINESS; Derelict Properties – Ward 5, Alderman Lishen;

Item XII. 6. NEW BUSINESS; Personnel Matter, Alderman Lishen

****

The Mayor opened the floor for public comments, agenda items only, as follows:

Minutes of July 21, 2009
Mayor and Board of Aldermen

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY

NOTE: All comments shall be directed to the Chairman (Mayor).

Comments of a personnel nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, disruptive comments or improper actions will not be permitted.

Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person.

Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.

	NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	MARCIA KRUSE 14015 REDBUD DR 313-8938	XI 2	2010 CENSUS COMPLETE COUNT COMM.
2	~~David & Alice Young 722 Briarwood Dr 864-5788~~		
3			
4			
5			
6			
7			
8			
9			
10			

City of Long Beach, Mississippi
Mayor and Board of Aldermen Meeting
Date:_____

****

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Alderman dated July 7, 2009, as submitted.

****

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the July 9, 2009, Planning Commission minutes, as submitted.

****

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the July 16, 2009, Port Commission minutes, as submitted; and to consider the July 20, 2009, recess meeting and closed/executive session minutes of the Port Commission at the recess meeting of the Mayor and Board of Aldermen to be scheduled for July 28, 2009.

****

Due to a possible conflict of interest, Alderman Pothieux was recused from the open meeting.

* *

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 072109.

* *

Alderman Ponthieux returned to the open meeting.

****

There came on for consideration a letter from Assistant Fire Chief Mike Brown, as follows:

LONG BEACH FIRE DEPARTMENT

Assistant Chief Mike Brown

645 Klondyke Road
Long Beach MS 39560

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

To: Mayor and Board of Alderman
Fr: Assistant Chief Mike Brown
Dt: 07/15/2009
Re: Compensation Time

Mayor and Board of Alderman,

Chief George Bass has requested payment of his accrued compensation time which totals 221 hours. The total payout for the aforesaid request is $8,193.43, which is within the means of our 08/09 budget.

Thank You,
M. Brown
Assistant Chief Mike Brown

Based upon the recommendation of Chief Brown, Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the payment of comp time to Fire Chief George Bass, as set forth above.

****

Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to extend the Proclamation of Civil Emergency, Hurricane Katrina and Hurricane Gustav, to protect and preserve the public health and safety of the community.

* *

There came on for consideration a letter with attachments from City Engineer David Ball, as follows:

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 23rd STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

July 14, 2009

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

RE: Phase 4 Harbor Repairs
Final Acceptance – B&E Equipment Company, Inc.

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I have received no indication of any problems regarding this contract from FEMA or MEMA, and I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Application for Payment Number 5 (Final), in the amount of $3,016.00, bringing the total of all payments to the full contract amount.
2. Consent of Surety to Final Payment.
3. Contractor's Affidavit of Payment of Debts and Claims.
4. Fuel Tank Inspection
5. Warranty letter

Sincerely,

Scott Burge, P.E.

SB:sk:1775-IV
Enclosures

O:\1775\1775-IV\Final Acceptance B&E 071409.doc

Page 1 of 1

APPLICATION FOR PAYMENT NO. 5 (Final)

TO: City of Long Beach (OWNER)
Contract for Hurricane Katrina Repairs - Phase IV Dated: 10/9/2008
Long Beach Smallcraft Harbor - Harbor Fuel Facility
OWNER'S Project No. ENGINEER'S Project No. 1775-IV
For work accomplished through the date of: 1/31/2009
CURRENT CONTRACT AMOUNT: $150,800.00

ITEM		CONTRACTOR's Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						$150,800.00
TOTAL	$150,800.00					$150,800.00
(Orig. Contract)	$174,050.00					
CO-1	-$23,250.00					

Accompanying Documentation:

GROSS AMOUNT DUE	$	150,800.00
LESS 0% RETAINAGE	$	0.00
AMOUNT DUE TO DATE	$	150,800.00
LESS PREVIOUS PAYMENTS	$	147,784.00
AMOUNT DUE THIS APPLICATION	$	3,016.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 4 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated 7/8, 2009 B & E EQUIPMENT COMPANY, INC.
CONTRACTOR

By: Matthew Ryan

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

Dated 7-14, 2009 A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By: [illegible]

Attachement to Pay Estimate No. 5 Project 1775-IV

Item No.	Description	Plan Quantity		Unit Price	Extension	Previous Quantity	Previous Extension	Current Quantity	Current Extension	Quantity To Date	Extesion To Date
401-A	TANK INSPECTION	1	LS	$ 12,550.00	$ 12,550.00	100%	$ 12,550.00		$ -	100%	$ 12,550.00
401-C	SITE WORK	1	LS	$ 128,000.00	$ 128,000.00	100%	$ 128,000.00		$ -	100%	$ 128,000.00
CO-1	TANK ACCESSORIES	1	LS	$ 10,250.00	$ 10,250.00	100%	$ 10,250.00		$ -	100%	$ 10,250.00
					$ 150,800.00		$ 150,800.00		$ -		$ 150,800.00

Minutes of July 21, 2009
Mayor and Board of Aldermen

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

ENGINEER'S PROJECT NO. 1775-IV
CONTRACT FOR: Entire Project
CONTRACT DATE: 10/9/2008

PROJECT: HURRICANE KATRINA REPAIRS - PHASE 4 LONG BEACH SMALLCRAFT HARBOR
Fuel Facility

State of: Mississippi
County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtednes and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory Owner for each exception.)

CONTRACTOR: B & E Equipment Company, Inc.
(Address) P.O. Box 2584
Columbus, OH 39704

BY: Ralph W Byars

Subscribed and sworn to before me this 9TH day of July, 2009.

Notary Public: ID # 89961
My Commission Expires: June 19, 2012

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 89961 JONATHAN W. BYARS Commission Expires June 19, 2012 LOWNDES COUNTY

ONE PAGE

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

BOND # 3946384

PROJECT: (name, address) Hurricane Katrina Repairs-Phase IV
Long Beach Smallcraft Harbor
Harbor Fuel Facility

TO (Owner)
City of Long Beach, MS
P.O. Box 929
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Hurricane Katrina Repairs-Phase IV
Long Beach Smallcraft Harbor, Harbor Fuel Facility

CONTRACT DATE: September 2, 2008

CONTRACTOR: B & E Equipment Company, Inc.
P.O. Box 2584
Columbus, MS 39704

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)
The Ohio Casualty Insurance Company
136 North Third Street
Hamilton, OH 45025
, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
B & E Equipment Company, Inc.
P. O. Box 2584
Columbus, MS 39704
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)
City of Long Beach, MS
P.O. Box 929
Long Beach, MS 39560
, OWNER,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 9th day of July 19 2009

The Ohio Casualty Insurance Company
Surety Company

Signature of Authorized Representative

Attest: Thomas Boulos
(Seal):

James C. Galloway, Jr., ATTORNEY-IN-FACT
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 • CONSENT OF SURETY COMPANY TO FINAL PAYMENT • APRIL 1970 EDITION • AIA®
© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

Minutes of July 21, 2009
Mayor and Board of Aldermen

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 30-542

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: James C. Galloway, Jr., Paul S. Swedenburg or Cecil R. Vaughan, Jr. of Columbus, Mississippi its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TWO MILLION ($2,000,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.
The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of October, 1994.

SEAL

Lloyd E. Geary, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 20th day of October, 1994 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Lloyd E. Geary Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 1997.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorney-in-Fact. The Chairman of the Board, the President, any Vice-Presidents, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 9th day of July A.D., 2009

SEAL

Assistant Secretary

CONTAINMENT SOLUTIONS
A DENALI COMPANY

July 9, 2009

B & E Equipment Co. Inc.
P.O. Box 2584
Columbus, MS 39704
Attn: Woody Byars
E:mail: wbyars@cableone.net

Reference: Long Beach Harbor – Hwy 90 & Cleveland Street – Long Beach MS.

Dear Mr. Byars:

Containment Solution Services was contacted to enter, inspect and upgrade 1-6' dia single wall underground fiberglass storage tank at the above reference location. Tank is a compartment tank with 2-2,000 gallon compartments.

On 10/09/08 Containment Solution's Technician Rodney Ruisard entered both compartments for a visual inspection. Technician entered through existing 22" manway on centerline of tank top for entry. It appears that there were additional 4" fittings added to centerline of tank top on the North compartment after installation and tank was not made to install deflector plates on tank bottom under the new fittings. Rodney installed deflector plates under these fittings. On the South compartment Rodney sealed the centerjoint as a precautionary measure. This is standard procedure on all tank entries. Internal joints were sealed 360 degrees 8" wide with mat/resin. Tank deflection and bottom flatness was with in manufacturer's guidelines. All materials are UL approved materials from our manufacturing facility in Conroe, TX. Tank appearance was good.

Tank could not be isolated to perform an air/soap test. Rodney left with customer a new 22" manway cover with 3-4" fittings and 2-22" manway packages with bolts,nuts,washers and gaskets. CSI recommends the tank to be tested prior to returning to service.

Inspection was completed on 10/09/08.

You may be assured that the tank will retain the original warranty provided with the purchase of the tank.

If you have any further questions, please feel free to contact me at 800-822-1997 Ext.2

Regards,

Randy Crownover
Field Service Supervisor
Reference – 54243

Containment Solutions – Route 322 South Box 299 Mount Union, PA 17066 Ph: 800-822-1997 Ext2 Fax: 814-542-5020

Limited Warranty

Single-Wall Underground Petroleum Storage Tank

Containment Solutions, Inc. ("CSI") warrants to owner that new manufactured single-wall underground storage tanks used in accordance with CSI's published specifications, operating guidelines, and if installed, operated and maintained in the United States and Canada according to CSI's published instructions and all applicable laws and regulations:

I. Will not leak for a period of thirty (30) years from date of original delivery due to natural external corrosion;

II. Will not leak for a period of thirty (30) years from date of original delivery due to internal corrosion, provided the tank is used solely to store the following products with or without water bottoms:

- A. Motor oil (new or used), kerosene, diesel fuel or fuel oil at temperatures not to exceed 150°F
- B. Gasoline, jet fuel, or aviation gasoline's at ambient temperatures
- C. Alcohol-gasoline blend motor fuels at ambient temperatures:
  - Gasoline/ethanol blends with up to 100% ethanol.
  - Gasoline/methanol blends with up to 100% methanol.
- D. Oxygenated motor fuels at ambient temperatures with up to 20% (by volume) methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEE).
- E. Biodiesel as defined by ASTM D 6751

III. Will not leak for a period of thirty (30) years from date of original delivery due to structural failure (defined as spontaneous breaking or collapse caused by material defects in materials and workmanship).

IV. Will be free from material defects in materials and workmanship for a period of one (1) year following the date of original delivery by C.S.I.

Methanol (methyl alcohol) has been designated as hazardous in Section 101(14) of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980. Methanol and other hazardous substances must be stored within secondary containment and have continuous interstitial monitoring according to federal law.[1] This warranty is null and void if a single wall tank has been purchased and installed for products containing a hazardous substance without secondary containment and interstitial monitoring.

After initial installation of the tank, the installation checklist supplied by CSI must be properly completed by the contractor and the owner's representative, and the owner must retain the complete checklist to verify proper installation of the tank. The completed checklist must be delivered to CSI at the time of any claim under this warranty, and failure to so deliver will result in denial of the claim at the discretion of CSI. A claimant must give CSI the opportunity to observe and inspect the tank prior to the removal of any backfill surrounding the tank and removal of the tank from the ground or the claim will be forever barred. CSI does not warrant any installed product, component, or parts manufactured by others.

The foregoing warranty does not extend to tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage, servicing, maintenance, or operation in excess of their rated capacity, contrary to their recommended use, or contrary to the applications defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of CSI. Third party tank repairs or modifications of any kind shall void this warranty. Payment out of terms will result in the warranty being suspended until such time as the invoice is paid in full.

CSI'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED, AT OUR OPTION, TO (i) REPAIR OF THE DEFECTIVE TANK, (ii) DELIVERY OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY, OR (iii) REFUND OF THE ORIGINAL PURCHASE PRICE. ALL CLAIMS MUST BE MADE WITHIN (1) YEAR AFTER TANK AND/OR ACCESSORY FAILURE OR BE FOREVER BARRED. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF CSI AS SET FORTH HEREIN. CSI SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. CSI SHALL HAVE NO LIABILITY FOR TANK INSTALLATION OR REMOVAL COSTS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. IN NO EVENT SHALL CSI'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE TANK WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES CSI'S EXCLUSIVE OBLIGATION AND CSI MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY CSI OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

[1] Secondary containment as defined by Federal Law 40 C.F.R. [280.42] (1988), found in the Federal Register Vol. 53 No. 185 (9/23/88)

Effective Date: 05/01/2008

CONTAINMENT SOLUTIONS

5150 Jefferson Chemical Road • Conroe, TX 77301 • Tel: 936-756-7731 • www.containmentsolutions.com
Litho in U.S.A., May 2008 • Copyright © 2008 Containment Solutions, Inc. • All Rights Reserved • Pub. No. TNK1020L

Minutes of July 21, 2009
Mayor and Board of Aldermen

EZY 3 LOCATOR PLUS **FINAL REPORT**

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

DATE 6-30-09 PBS # (NEW YORK) _____

TOTAL TANK VOL. 2,000 TANK # _____

PRODUCT VOL. 1433 LOCATION _____

ULLAGE VOL. 567 _____

PRODUCT TYPE Deisel Long Beach MS

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

✓ TIGHT TANK
THIS UNDERGROUND STORAGE TANK **PASSES** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ ULLAGE (DRY) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ BELOW PRODUCT LEVEL (WET) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:
(CHECK ONLY ONE)

NO WATER INTRUSION ✓ WATER INTRUSION _____ NOT APPLICABLE _____

Operator Information:

Print Name Christopher (Hody) Dempsey Certification # AL 69-0691

Sign Name _____ Expiration Date _____

Testing Firm Quality Tank & Line Testing Telephone # 205-345-2811

Address 3101 12th St. Suite 3
Northport, AL 35476

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT.

Rev: 04/2001

Minutes of July 21, 2009
Mayor and Board of Aldermen

EZY 3 LOCATOR PLUS PRESSURE CALCULATION & WATER SENSOR CALIBRATION

DATE 6-30-09
TOTAL TANK VOL. 2,000
PRODUCT VOL. 1,433
ULLAGE VOL. 567
PRODUCT TYPE Deisel

PBS # (NEW YORK)
TANK #
LOCATION
Long beach MS

PRESSURE SENSOR CALCULATION

43 (INCHES OF PRODUCT) X .031 (WEIGHT OF PRODUCT) = 1.333 PSI (1)

0 (INCHES OF WATER IN TANK) X .036 = 0 PSI (2)

Line 1 + Line 2 = Total Positive Head Pressure In Tank = 1.333 PSI (3)

43 (INCHES OF WATER OUTSIDE TANK) X .036 = 1.548 PSI (4)

Total Head Pressure Minus Outside Water Pressure = -0.215 +/- PSI(5)

Always add .5 PSI + 0.285 PSI (6)

NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI

TEST PRESSURE = .50 +/- PSI (7)

	TIME	PRESSURE
Blower Started:	11:01	0
Test Pressure Reached:	11:03	.50
Blower Turned Off:	11:08	.50
Test Began:	11:10	.50
Test Ended:	11:15	.50

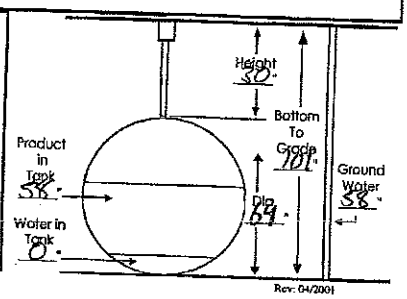
Depth of Groundwater Determined:
By: Monitor well
Where: end of Tank pit

WATER SENSOR CALIBRATION

Added: 30 (Cal #1) 30 (Cal #2) 30 (Cal #3)
Average: 30
Water Intrusion Test Period: Began: 11:23 Ended: 11:35

Calculation for Test Period:

30 (Ave. Cal.) ÷ 3780 = .00793 ("A" Factor) ÷ .05 0.158 X 60 (Min.) = 10 (Time of test)



Minutes of July 21, 2009
Mayor and Board of Aldermen

Quality

Cathodic, Tank & Line Testing
3101 12th St. Suite 3
Northport, AL 35476
Ph: (205)345-2811

ESTABROOK'S EZY CHEK PRODUCT LINE TESTER TEST RESULTS

DATE: 6-30-09
TEST SITE: LONGBEACH MARINA
ADDRESS: 720 CLEVELAND LONGBEACH, MS
TESTER NAME: Christopher (Hody) Dempsey
CERTIFICATION #: AL 69-0691

APPLIED PRESSURE: 50 PSI

PRODUCT TYPE OR TANK #: REG

TIME	DATA	-/+	GPL	RES	GPH
10 40	87		.0037	0	0
10 55	87	0	.0037	0	0
11 10	87	0	.0037	0	0
			.0037		
			.0037		
			.0037		

Final Result: Ø PASS

PRODUCT TYPE OR TANK #: DIESEL

TIME	DATA	-/+	GPL	RES	GPH
10 40	51		.0037	0	0
10 55	51	0	.0037	0	0
11 10	51	0	.0037	0	0
			.0037		
			.0037		
			.0037		

Final Result: Ø PASS

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

Minutes of July 21, 2009
Mayor and Board of Aldermen

Quality

Cathodic, Tank & Line Testing
3101 12th St. Suite 3
Northport, AL 35476
Ph: (205)345-2811

ESTABROOK'S EZY CHEK
LEAK DETECTOR
TEST RESULTS

DATE: 6-30-09
TEST SITE: LONGBEACH MARINA
ADDRESS: 720 S. CLEVELAND
LONGBEACH, MS

TESTER NAME: Christopher (Hody) Dempsey
CERTIFICATION #: AL 69-0691

TEST REPORT INDICATES
TYPE OF LEAK DETECTOR TESTED

PUMP #	MAKE	MODEL	SERIAL #
1	VEEDERROOT	FX1V	
2	VEEDER ROOT	FX1DV	
3			
4			
5			
6			
7			
8			

PUMP #	PRODUCT TYPE	METERING PRESSURE	FUNCTIONAL ELEMENT HOLDING PSI	RESILIENCY	TEST LEAK RATE ML/MIN	OPENING TIME	PASS FAIL
1	REG	28	16	100	(189)/315 ml	2	P
2	DIESEL	29	18	75	(189)/315 ml	2	P
3					189 / 315 ml		
4					189 / 315 ml		
5					189 / 315 ml		
6					189 / 315 ml		
7					189 / 315 ml		
8					189 / 315 ml		

SPILL CATCHMENT BASIN/SPILL BUCKET
ANNUAL TEST LOG FOR YEAR 2009

Facility Name: LONGBEACH MARINA	Owner:
Address: 720 S. CLEVELAND	Address:
City, County, Zip Code: LONGBEACH MS	City, State, Zip Code:
Facility I.D. #:	Phone #:
Tester Name:	Tester Company: / Tester Phone #:

Spill Catchment Basin/Spill Bucket Test Procedure

Clean the spill catchment basin/spill bucket and add enough liquid to completely fill the basin. If the liquid level drops by one quarter inch or more after at least one hour, the spill catchment basin/spill bucket fails the test. If the test fails, proceed as follows:

1. Do not fill the tank until after the spill catchment basin/spill bucket is repaired or replaced.
2. Repair or replace the spill catchment basin/spill bucket.
3. If there is evidence, or you suspect that product was released from the spill catchment basin/spill bucket, contact your State UST Compliance Unit to report a suspected or confirmed release as soon as possible (within 24 hours).

Unique Tank #						
Product Stored	REG	DIESEL				
Lid in good condition and seals properly?	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Water removed from basin? (If yes, dispose of properly)	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Fuel removed from basin? (If yes, dispose of properly)	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Trash and debris removed from basin?	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Drain valve operational?	(~~yes~~) (~~no~~)(n/a)	(~~yes~~) (~~no~~)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Fill pipe cap seals properly?	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Basin free of cracks or holes? (If no, it fails without testing)	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Date of test Test start time Test end time	6/30/09 12:40 (a)(p)m 11:40 (a)(p)m	6/30/09 12:40 (a)(p)m 11:40 (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m
Results of test	(pass)(~~fail~~) (~~inconclusive~~)	(pass)(~~fail~~) (~~inconclusive~~)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)
Initials of tester	BG	BG				

Repairs Needed	Date of Repair or Replacement	Description of any Repairs

EZY 3 LOCATOR PLUS **FINAL REPORT**

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

DATE 6-30-09 PBS # (NEW YORK) _____

TOTAL TANK VOL. 2,000 TANK # _____

PRODUCT VOL. 1396 LOCATION _____

ULLAGE VOL. 604 _____

PRODUCT TYPE Reg Long Beach MS

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

✓ TIGHT TANK
THIS UNDERGROUND STORAGE TANK **PASSES** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ ULLAGE (DRY) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ BELOW PRODUCT LEVEL (WET) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:
(CHECK ONLY ONE)

NO WATER INTRUSION ✓ WATER INTRUSION _____ NOT APPLICABLE _____

Operator Information:

Print Name Christopher (Hody) Dempsey Certification # AL 69-0691

Sign Name _____ Expiration Date _____

Testing Firm Quality Tank & Line Testing Telephone # 205-345-2811

Address 3101 12th St. Suite 3
Northport, AL 35476

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT.

Rev: 04/2001

EZY 3 LOCATOR PLUS PRESSURE CALCULATION & WATER SENSOR CALIBRATION

DATE 6-30-09
PBS # (NEW YORK)
TOTAL TANK VOL. 2,000
TANK #
PRODUCT VOL. 1396
LOCATION
ULLAGE VOL. 604
PRODUCT TYPE Reg
Long Beach MS

PRESSURE SENSOR CALCULATION

42 (INCHES OF PRODUCT) X .026 (WEIGHT OF PRODUCT) = 1.092 PSI (1)

0 (INCHES OF WATER IN TANK) X .036 = 0 PSI (2)

Line 1 + Line 2 = Total Positive Head Pressure In Tank = 1.092 PSI (3)

43 (INCHES OF WATER OUTSIDE TANK) X .036 = 1.548 PSI (4)

Total Head Pressure Minus Outside Water Pressure = -0.456 +/- PSI(5)

Always add .5 PSI + 0.044 PSI (6)

NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI

TEST PRESSURE = .50 +/- PSI (7)

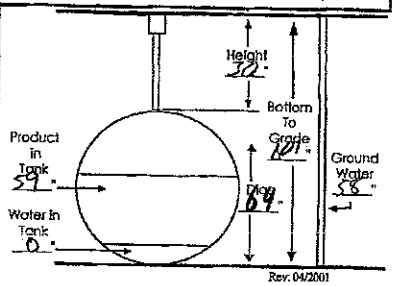
	TIME	PRESSURE
Blower Started:	11:01	0
Test Pressure Reached:	11:03	.50
Blower Turned Off:	11:08	.50
Test Began:	11:17	.50
Test Ended:	11:22	.49

Depth of Groundwater Determined:
By: Monitor well
Where: End of Tankpit

WATER SENSOR CALIBRATION

Added: 32 (Cal #1) 30 (Cal #2) 32 (Cal #3)
Average: 31
Water Intrusion Test Period: Began: 11:25 Ended: 11:37
Calculation for Test Period:

31 (Ave. Cal.) ÷ 3780 = .00820 ("A" Factor) ÷ .05 = 1.462 x 60 (Min.) = 10 min (Time of test)



Rev: 04/2001

EZY 3 LOCATOR PLUS
MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

FINAL REPORT

DATE 6-30-09
TOTAL TANK VOL. 2,000
PRODUCT VOL. 1433
ULLAGE VOL. 567
PRODUCT TYPE Deisel

PBS # (NEW YORK) _____
TANK # _____
LOCATION _____
Long Beach MS

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

✓ TIGHT TANK
THIS UNDERGROUND STORAGE TANK **PASSES** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ ULLAGE (DRY) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ BELOW PRODUCT LEVEL (WET) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:
(CHECK ONLY ONE)

NO WATER INTRUSION ✓ WATER INTRUSION _____ NOT APPLICABLE _____

Operator Information:

Print Name Christopher (Hody) Dempsey Certification # AL 69-0691
Sign Name _____ Expiration Date _____
Testing Firm Quality Tank & Line Testing Telephone # 205-345-2811
Address 3101 12th St. Suite 3
Northport, AL 35476

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT.

Rev: 04/2001

EZY 3 LOCATOR PLUS PRESSURE CALCULATION & WATER SENSOR CALIBRATION

DATE 6-30-09
TOTAL TANK VOL. 2,000
PRODUCT VOL. 1,433
ULLAGE VOL. 567
PRODUCT TYPE Deisel

PBS # (NEW YORK)
TANK #
LOCATION
Long beach MS

PRESSURE SENSOR CALCULATION

43 (INCHES OF PRODUCT)	X	.031 (WEIGHT OF PRODUCT)	=	1.333	PSI (1)
0 (INCHES OF WATER IN TANK)	X	.036	=	0	PSI (2)
Line 1 + Line 2 = Total Positive Head Pressure In Tank			=	1.333	PSI (3)
43 (INCHES OF WATER OUTSIDE TANK)	X	.036	=	1.548	PSI (4)
Total Head Pressure Minus Outside Water Pressure			=	-0.215	+/- PSI(5)
Always add .5 PSI			+	0.285	PSI (6)
NOTE: If Line 6 Is Less Than .5 PSI Line 7 Shall be .5 PSI					
TEST PRESSURE			=	.50	+/- PSI (7)

	TIME	PRESSURE
Blower Started:	11:01	0
Test Pressure Reached:	11:03	.50
Blower Turned Off:	11:08	.50
Test Began:	11:10	.50
Test Ended:	11:15	.50

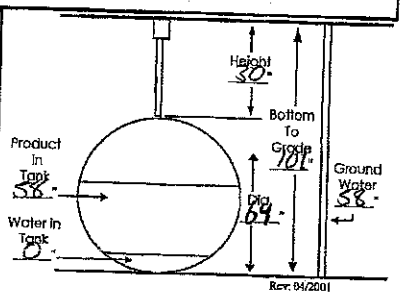
Depth of Groundwater Determined:
By: monitor well
Where: end of Tank pit

WATER SENSOR CALIBRATION

Added: 30 (Cal #1) 30 (Cal #2) 30 (Cal #3)
Average: 30
Water Intrusion Test Period: Began: 11:25 Ended: 11:35

Calculation for Test Period:

30 (Ave. Cal.) + 3780 = .00793 (.05 "A" Factor) = 0.158 x 60 (Min.) = 10 (Time of test)



Rev. 04/2001

M.B. 64
REG:07.21.09

Quality

Cathodic, Tank & Line Testing
3101 12th St. Suite 3
Northport, AL 35476
Ph: (205)345-2811

ESTABROOK'S EZY CHEK PRODUCT LINE TESTER TEST RESULTS

DATE: 6-30-09
TEST SITE: LONGBEACH MARINA
ADDRESS: 720 CLEVELAND LONGBEACH, MS
TESTER NAME: Christopher (Hody) Dempsey
CERTIFICATION #: AL 69-0691

APPLIED PRESSURE: 50 PSI

PRODUCT TYPE OR TANK #: REG

TIME	DATA	-/+	GPL	RES	GPH
10 40	97		.0037	0	0
10 55	97	0	.0037	0	0
11 10	97	0	.0037	0	0
			.0037		
			.0037		
			.0037		

Final Result: Ø PASS

PRODUCT TYPE OR TANK #: DIESEL

TIME	DATA	-/+	GPL	RES	GPH
10 40	51		.0037	0	0
10 55	51	0	.0037	0	0
11 10	51	0	.0037	0	0
			.0037		
			.0037		
			.0037		

Final Result: Ø PASS

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

PRODUCT TYPE OR TANK #:

TIME	DATA	-/+	GPL	RES	GPH
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		
			.0037		

Final Result:

Quality

Cathodic, Tank & Line Testing
3101 12th St. Suite 3
Northport, AL 35476
Ph: (205)345-2811

ESTABROOK'S EZY CHEK
LEAK DETECTOR
TEST RESULTS

DATE: 6-30-09
TEST SITE: LONGBEACH MARINA
ADDRESS: 720 S. CLEVELAND
LONGBEACH, MS

TESTER NAME: Christopher (Hody) Dempsey
CERTIFICATION #: AL 69-0691

TEST REPORT INDICATES

TYPE OF LEAK DETECTOR TESTED

PUMP #	MAKE	MODEL	SERIAL #
1	VEEDERROOT	EXIV	
2	VEEDERROOT	EXIDV	
3			
4			
5			
6			
7			
8			

PUMP #	PRODUCT TYPE	METERING PRESSURE	FUNCTIONAL ELEMENT HOLDING PSI	RESILIENCY	TEST LEAK RATE ML/MIN	OPENING TIME	PASS FAIL
1	REG	28	16	100	189/315 ml	2	P
2	DIESEL	29	18	75	189/315 ml	2	P
3					189/315 ml		
4					189/315 ml		
5					189/315 ml		
6					189/315 ml		
7					189/315 ml		
8					189/315 ml		

Minutes of July 21, 2009
Mayor and Board of Aldermen

EZY 3 LOCATOR PLUS **FINAL REPORT**

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

DATE 6-30-09 PBS # (NEW YORK) _____

TOTAL TANK VOL. 2,000 TANK # _____

PRODUCT VOL. 1396 LOCATION _____

ULLAGE VOL. 604 _____

PRODUCT TYPE Reg Long Beach MS

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

✓ TIGHT TANK
THIS UNDERGROUND STORAGE TANK **PASSES** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ ULLAGE (DRY) PORTION LEAK
THIS UNDEROROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

_____ BELOW PRODUCT LEVEL (WET) PORTION LEAK
THIS UNDERGROUND STORAGE TANK **FAILS** THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:
(CHECK ONLY ONE)

NO WATER INTRUSION ✓ WATER INTRUSION _____ NOT APPLICABLE _____

Operator Information:

Print Name Christopher (Hody) Dempsey Certification # AL 69-0691

Sign Name _____ Expiration Date _____

Testing Firm Quality Tank & Line Testing Telephone # 205-345-2811

Address 3101 12th St. Suite 3
Northport, AL 35476

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT.

Rev. 04/2001

EZY 3 LOCATOR PLUS

PRESSURE CALCULATION & WATER SENSOR CALIBRATION

DATE 6-30-09
TOTAL TANK VOL. 2,000
PRODUCT VOL. 1396
ULLAGE VOL. 604
PRODUCT TYPE Reg

PBS # (NEW YORK)
TANK #
LOCATION
Long Beach MS

PRESSURE SENSOR CALCULATION

42 (INCHES OF PRODUCT)	X	.026 (WEIGHT OF PRODUCT)	=	1.092	PSI (1)
0 (INCHES OF WATER IN TANK)	X	.036	=	0	PSI (2)
Line 1 + Line 2 = Total Positive Head Pressure In Tank			=	1.092	PSI (3)
43 (INCHES OF WATER OUTSIDE TANK)	X	.036	=	1.548	PSI (4)
Total Head Pressure Minus Outside Water Pressure			=	-0.456	+/- PSI(5)
Always add .5 PSI			+	0.044	PSI (6)
NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI					
TEST PRESSURE			=	.50	+/- PSI (7)

	TIME	PRESSURE
Blower Started:	11:01	0
Test Pressure Reached:	11:03	.50
Blower Turned Off:	11:08	.50
Test Began:	11:17	.50
Test Ended:	11:22	.49

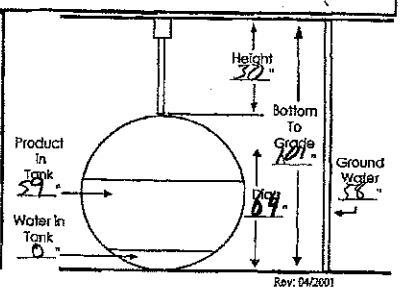
Depth of Groundwater Determined:
By: Monitor Well
Where: End of Tank pit

WATER SENSOR CALIBRATION

Added: 32 (Cal #1) 30 (Cal #2) 32 (Cal #3)
Average: 31
Water Intrusion Test Period: Began: 11:25 Ended: 11:37

Calculation for Test Period:

31 (Ave. Cal.) ÷ 3780 = .00820 ("A" Factor) ÷ .05 = 1402 (Min.) x 60 = 10 min (Time of test)



Rev: 04/2001

SPILL CATCHMENT BASIN/SPILL BUCKET
ANNUAL TEST LOG FOR YEAR 2009

Facility Name: LONG BEACH MARINA	Owner:
Address: 720 S. CLEVELAND	Address:
City, County, Zip Code: LONG BEACH MS	City, State, Zip Code:
Facility I.D. #:	Phone #:
Tester Name: Tester Company:	Tester Phone #:

Spill Catchment Basin/Spill Bucket Test Procedure

Clean the spill catchment basin/spill bucket and add enough liquid to completely fill the basin. If the liquid level drops by one quarter inch or more after at least one hour, the spill catchment basin/spill bucket fails the test. If the test fails, proceed as follows:

1. Do not fill the tank until after the spill catchment basin/spill bucket is repaired or replaced.
2. Repair or replace the spill catchment basin/spill bucket.
3. If there is evidence, or you suspect that product was released from the spill catchment basin/spill bucket, contact your State UST Compliance Unit to report a suspected or confirmed release as soon as possible (within 24 hours).

Unique Tank #						
Product Stored	REG	DIESEL				
Lid in good condition and seals properly?	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Water removed from basin? (If yes, dispose of properly)	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Fuel removed from basin? (If yes, dispose of properly)	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Trash and debris removed from basin?	(yes) (~~no~~)(~~n/a~~)	(yes) (~~no~~)(~~n/a~~)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Drain valve operational?	(~~yes~~) (~~no~~)(n/a)	(~~yes~~) (~~no~~)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)	(yes) (no)(n/a)
Fill pipe cap seals properly?	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Basin free of cracks or holes? (If no, it fails without testing)	(yes) (~~no~~)	(yes) (~~no~~)	(yes) (no)	(yes) (no)	(yes) (no)	(yes) (no)
Date of test Test start time Test end time	6/30/09 10:40 (a)(p)m 11:40 (a)(p)m	6/30/09 12:40 (a)(p)m 11:40 (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m	/ / :__ (a)(p)m :__ (a)(p)m
Results of test	(pass)(~~fail~~) (~~inconclusive~~)	(pass)(~~fail~~) (~~inconclusive~~)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)	(pass)(fail) (inconclusive)
Initials of tester	BG	BG				

Repairs Needed	Date of Repair or Replacement	Description of any Repairs

Upon discussion, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to accept the recommendation of Mr. Ball as set forth above, approving final acceptance, B & E Equipment Company, Inc., Phase 4 Harbor Repairs.

* *

Due to a possible conflict of interest, Alderman Ponthieux was recused from the open meeting.

Minutes of July 21, 2009
Mayor and Board of Aldermen

* *

There came on for consideration two (2) Requests for Cash and Payment of five (5) invoices, Community Development Block Grant (CDBG), as follows:

07/21/2009 TUE 12:21 FAX 6016385292 JIMMY GOURAS 002

Approved MBOA 7/21/09

MEMO

DATE: July 30, 2009
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Long Beach**
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
   Invoice Number 8003 in the amount of $4,141.56
   For administration expense

2. J. Levens Builders
   Invoice Number 6 in the amount of $543,167.00
   For Street/Road Improvements

Also enclosed is "Request for Cash and Summary Support Sheet No. 26" in the amount of $284,054.50 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 26" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Minutes of July 21, 2009
Mayor and Board of Aldermen

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information

Applicant Name	City of Long Beach
Mailing Address	Post Office Box 928
Street Address	
City, State Zip	Long Beach, MS 39560
Telephone No.	228-863-1656
Fax Number	228-865-0822
Email Address	[illegible]

Bank Information

Electronic Transfer	065503861
Bank Account	043308089
Bank Name	Hancock Bank
Address	101 Jeff Davis Avenue
City, State ZIP	Long Beach, MS 39560
Telephone No.	228-868-4000

Services Rendered

From: July 1, 2009 Thru: To: Jul 30, 2009

Section B: Project Information

Grant No.	Contract No.	Request No.
B-100-06	B-100-235-01-KCR	26

FOR MDA USE ONLY

Vendor No.

MDA Voucher Number

Section C: Request Per Activity

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 173,098.00	$ 112,614.32	$ 4,141.56	$ 56,340.12	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering Expense	$ 660,420.00	$ 437,580.00		$ 222,840.00	
4	Acquisition Expense	$ 261,216.77	$ 261,216.77		$ -	
5	Contingency Expense	$ 383,183.23			$ 383,183.23	
6	Drainage & Flood Protection	$ 1,570,000.00			$ 1,570,000.00	
7	Street & Road Improvements	$ 3,810,000.00	$ 1,497,891.50	$ 271,583.50	$ 2,040,525.00	
8					$ -	
	Total:	$ 6,837,818.00	$ 2,309,302.50	$ 275,725.06	$ 4,252,488.36	

Approval for Payment

Signature

Date

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins
Prepared By

7/22/2009
Date Prepared

William Skellie, Jr., Mayor
Typed Name and Title of Authorized Official

601-636-7121
Preparer's Telephone No.

07/21/2009 TUE 12:21 FAX 6016385292 JIMMY GOURAS 003

M.B. 64
REG:07.21.09

07/21/2009 TUE 12:22 FAX 6018385292 JIMMY GOURAS 004

Mississippi Development Authority
Cash Summary Support Sheet

Applicant: City of Long Beach | Request No: 26 | Grant Number: R-103-06
Period Cost - Beginning: July 1, 2009 | Ending Date: July 30, 2009 | Contract Number: R-103-235-01-KCR

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	8003	$4,141.56		$4,141.56
B.						
C.						
D.						
			Subtotal:	$4,141.56	$ -	$4,141.56

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

3. Activity: Street & Road Improvement

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Street & Road Improvement	J. Levens Builders	6	$271,583.50		$271,583.50
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ 271,583.50	$ -	$ 271,583.50

Cash Summary Support Sheet

Applicant: City of Long Beach
Request No: 26
Grant Number: R-103-06
Contract Number: R-103-235-01-KCR

4. Activity: Acquisition Expense

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Acquisition Expense					$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

5. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

6. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

Cumulative Match Expended To Date:
Cumulative Federal Expended To Date: $2,585,027.65

GRAND TOTAL: $ 275,725.06 | $ - | $ 275,725.06

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Long Beach
Request for Cash Number: 26
Contract Number: R-103-235-01-KCR
Total Amount Requested: $ 275,725.06

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 173,096.00	$ 112,614.32	$ 4,141.56	$ 55,340.12
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00	$ -	$ -
Architect/Engineering Expense	$ 660,420.00	$ 437,580.00	$ -	$ 222,840.00
Acquisition Expense	$ 251,216.77	$ 251,216.77	$ -	$ -
Contingency Expense	$ 363,183.23			$ 363,183.23
Drainage & Flood Protection	$ 1,570,000.00			$ 1,570,000.00
Street & Road Improvements	$ 3,610,000.00	$ 1,497,891.50	$ 271,583.50	$ 2,040,525.00
				$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 6,837,916.00	$ 2,309,302.59	$ 275,725.06	$ 4,252,888.35

Total Funds Request to Date: $2,585,027.65
Amount of Other Funds Expended to Date:
CDBG Project Balance $ 4,252,888.35
Period of Projected Cash Needs - Beginning: July 1, 2009 Thru July 30, 2009

TODAY'S DATE	7/30/2009	BUDGET	$ 6,837,916.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	7/20/2007	TOTAL AMOUNT SPENT TO DATE	$2,585,027.65	
CONTRACT END DATE (FROM CONTRACT)	7/20/2010	% TOTAL CONTRACT BUDGET SPENT	37.80%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	62.20%	
FINAL CONTRACT COMPLETION DATE	7/20/2010	CONSTRUCTION BUDGET AMOUNT	$ 5,994,400.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO DATE	$ 2,020,591.77	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	67.67%	% CONSTRUCTION BUDGET SPENT	33.71%	
% OF CONTRACT PERIOD REMAINING	32.33%			

Minutes of July 21, 2009
Mayor and Board of Aldermen

07/21/2009 TUE 12:23 FAX 6016385292 JIMMY GOURAS 007

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR
Downtown Streetscape Project

July 31, 2009

INVOICE #8003

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE **$ 4,141.56**

Jimmy Gouras

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 — PAGE 1 OF 1 PAGES

TO (Owner): City of Long Beach

PROJECT: Jeff Davis Avenue Roadway Improvements
CDBG Participating

APPLICATION NO: 6 Distribution to: OWNER, ARCHITECT, CONTRACTOR

PERIOD FROM: 6/16/2009
TO: 7/15/2009

ATTENTION:

CONTRACTOR FOR: J. Levens Builders
PO Box 779
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 12/4/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change orders approved in previous months by ( )r	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number / Date Approved		
TOTALS	$0.00	$0.00
Net change by Change Orders		$0.00

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$4,597,493
Net change by Change Orders	$0
CONTRACT SUM TO DATE	$4,597,493
TOTAL COMPLETED & STORED TO DATE	$1,799,974
(Column G on G703) Retainage 5 % or total in Column I on G703	$89,949
TOTAL EARNED LESS RETAINAGE	$1,709,025
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$1,165,858
CURRENT PAYMENT DUE	$543,167

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:
By: Johnathan Levens Date: 7-20-2009

State of: MS County of: Harrison
Subscribed and sworn to before me this 20 day of July, 2009
Notary Public: Karen Hallings
My Commission expires: 1/20/13

NOTARY PUBLIC ID #52808 My Commission Expires April 20, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $543,167
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:
By: Richie Ashley Date: 7/20/2009

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

JIMMY GOURAS
07/21/2009 TUE 12:23 FAX 6016385282 008

CONTINUATION SHEET - UNIT PRICING

AIA DOCUMENT G703HP

PAGE 1 OF 1 PAGES

To:
City of Long Beach

From:
J Lewis Builders
PO Box 779
Long Beach, MS 39560

Project:
Jeff Davis Avenue Roadway Improvements
CDBG Participating

APPLICATION NUMBER: 6

PERIOD FROM: 6/16/2009
TO: 7/15/2009

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Orig Est Qty	Unit of Meas	Revised Qty	Unit Price	ITEM No.	DESCRIPTION OF WORK	Original Contract Amount	From Previous Pay Application Quantity	From Previous Pay Application Amount	Work Completed This Month Quantity	Work Completed This Month Amount	Total Completed to Date Quantity	Total Completed to Date Amount	% Comp	Retainage
1.0	LS		$ 15,000.00	201-A	CLEARING & GRUBBING	$ 15,000.00	0.50	$ 7,500.00	0.25	$ 3,750.00	0.75	$ 11,250.00	75.00%	$ 562.50
26,920	SY		$ 3.50	202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	$ 94,220.00	9,349.00	$ 32,721.50	2,055.10	$ 10,367.95	12,344.10	$ 43,089.45	45.85%	$ 2,160.22
2,648	SY		$ 4.00	202-B	REMOVAL OF CONC. CURB AND GUTTER	$ 10,592.00	2,591.00	$ 10,364.00	-	$ -	2,591.00	$ 10,364.00	97.85%	$ 518.20
3,425	SY		$ 4.00	202-B	REMOVAL OF CONC. PAVEMENT AND DRIVEWAYS, A	$ 13,700.00	1,408.00	$ 5,632.00	193.44	$ 773.76	1,601.44	$ 6,405.76	46.75%	$ 320.29
41	EA		$ 500.00	202-B	REMOVAL OF CONC. SIDEWALK	$ 20,500.00	1,716.00	$ 858,000.00	-	$ -	1,716.00	$ 858,000.00	4.18%	$ 42,900.00
6	EA		$ 500.00	202-B	REMOVAL DRAINAGE INLETS, ALL SIZES	$ 3,000.00	11.00	$ 5,500.00	-	$ -	11.00	$ 5,500.00	183.33%	$ 275.00
340	LF		$ 10.00	202-B	REMOVAL DRAINAGE JUNCTION BOXES	$ 3,400.00	4.00	$ 2,000.00	1.00	$ 500.00	5.00	$ 2,500.00	1.47%	$ 125.00
4,000	LF		$ 14.00	202-B	REMOVAL OF TRENCH DRAIN	$ 56,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1	CY		$ 17.50	203-FX	REMOVAL OF PIPE, ALL SIZES	$ 17.50	1,575.00	$ 27,562.50	88.00	$ 1,232.00	2,063.00	$ 36,102.50	11.75%	$ 1,805.13
1	CY		$ 5.75	203-B	BORROW EXCAVATION, AS, FUEL, CLASS 34	$ 5.75	3,088.00	$ 17,756.00	-	$ -	3,088.00	$ 17,756.00	1.00%	$ 887.80
600	CY		$ 20.00	203-B	EXCESS EXCAVATION, LVM, AR	$ 12,000.00	2,707.00	$ 54,140.00	-	$ -	2,707.00	$ 54,140.00	225.58%	$ 2,707.00
200	CY		$ 20.00	211-B	TOPSOIL, SLOPE TREATMENT, COMPACTION FURNIS	$ 4,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
14,654	SY		$ 1.00	307-211-PP	TOPSOIL FOR PLANTING & BEDS, LVM, PER PLAN	$ 14,654.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
9	TON		$ 175.00	212-B	STANDARD GROUND PREPARATION	$ 1,575.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2	TON		$ 1,025.00	307-213-A	AGRICULTURAL LIMESTONE	$ 2,050.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
8,824	SY		$ 3.50	213-B	COMPO. FERTILIZER, 13-13-13	$ 30,884.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
263	MGAL		$ 20.00	216-B	SOLID SODDING, BERMUDA	$ 5,260.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1	AC		$ 30.00	217-B	WATERING	$ 30.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
315	EA		$ 15.00	226-A	INSECT PEST CONTROL	$ 4,725.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
20	EA		$ 15.00	230-A	SHRUB PLANTING, DWARF YAUPON HOLLY	$ 300.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
183	EA		$ 15.00	230-A	SHRUB PLANTING, GUMPO RED AZALEA	$ 2,745.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
6725	EA		$ 1.00	230-A	SHRUB PLANTING, INDIAN HAWTHORN	$ 6,725.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
41	EA		$ 9.00	230-A	SHRUB PLANTING, MONDO GRASS	$ 369.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
17	EA		$ 200.00	230-B	SHRUB PLANTING, WHEELER'S DWARF PITTOSPORU	$ 3,400.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
180	EA		$ 200.00	230-B	TREE PLANTING, DRAKE ELM	$ 36,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
18	EA		$ 450.00	230-B	TREE PLANTING, FOSTERS HOLLY NO. 2	$ 8,100.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
10,575	SF		$ 0.85	307-230-B	TREE PLANTING, LIVE OAK	$ 8,988.75	-	$ -	-	$ -	-	$ -	0.00%	$ -
1,946	SY		$ 4.00	270-C	SEED PREPARATION	$ 7,784.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2,400	LF		$ 2.00	281-A	STRAW MULCH, CLASS II	$ 4,800.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
840	BALE		$ 10.00	236-A	TEMPORARY SILT FENCE	$ 8,400.00	678.00	$ 6,780.00	-	$ -	678.00	$ 6,780.00	80.71%	$ 339.00
1	EA		$ 2,150.00	307-236-PP	TEMPORARY EROSION CHECKS	$ 2,150.00	30.00	$ 900.00	-	$ -	30.00	$ 900.00	1.40%	$ 45.00
6,375	TON		$ 100.00	304-A	CAST IRON SIDEWALK MEDALLION, PER PLANS	$ 637,500.00	-	$ -	3.00	$ 300.00	3.00	$ 300.00	0.05%	$ 15.00
9	TON		$ 33.50	307-304-F	PLANT MIX BITUMINOUS BASE COURSE, BS-1, TYP B	$ 301.50	-	$ -	1,996.47	$ 192,647.00	1,996.47	$ 192,647.00	31.16%	$ 9,632.35	
4,102	TON		$ 100.00	406-C	SIZE #26 CRUSHED STONE BASE	$ 410,200.00	4,102.33	$ 337,444.66	-	$ -	4,102.33	$ 337,444.66	46.49%	$ 16,872.23
1,000	SY		$ 110.00	307-406-PP	HOT BITUMINOUS PAVEMENT, SURFACE COURSE, BS-	$ 110,000.00	-	$ -	903.89	$ 99,428.00	903.89	$ 99,428.00	22.57%	$ 4,971.40
2,000	LF		$ 5.00	603-C	STAMPED ASPHALT CROSSWALK, PER PLANS	$ 10,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
263	LF		$ 5.00	603-C	SAW CUT, FULL DEPTH	$ 1,315.00	503.00	$ 2,515.00	140.00	$ 700.00	643.00	$ 3,215.00	22.73%	$ 160.75
1,918	LF		$ 40.00	603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	$ 76,720.00	731.00	$ 29,240.00	-	$ -	731.00	$ 29,240.00	38.11%	$ 1,462.00
339	LF		$ 47.00	603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	$ 15,933.00	992.00	$ 46,624.00	-	$ -	992.00	$ 46,624.00	292.77%	$ 2,331.20
302	LF		$ 57.00	603-CA	24" REINFORCED CONCRETE PIPE, CLASS III	$ 17,214.00	48.00	$ 2,736.00	-	$ -	48.00	$ 2,736.00	15.89%	$ 136.80
1	EA		$ 5,000.00	603-CB	30" REINFORCED CONCRETE PIPE, CLASS III	$ 5,000.00	0.83	$ 4,175.00	100.00	$ 5,000.00	137.00	$ 13,675.00	47.39%	$ 683.75
1,294	LF		$ 55.00	603-CE	18" REINFORCED CONCRETE END SECTION	$ 71,170.00	1.00	$ 660.00	-	$ -	1.00	$ 660.00	100.00%	$ 33.00
168	LF		$ 192.00	603-CE	22" X 13" CONCRETE ARCH PIPE CLASS A III, FLEXIBL	$ 32,256.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1,047	LF		$ 140.00	603-CE	44" X 27" CONCRETE ARCH PIPE CLASS A III, FLEXIBLE	$ 146,580.00	164.00	$ 23,360.00	-	$ -	164.00	$ 23,360.00	15.67%	$ 1,168.00
16	EA		$ 4,000.00	603-CE	53" X 31" CONCRETE ARCH PIPE CLASS A III, FLEXIBLE	$ 64,000.00	1,032.00	$ 144,480.00	-	$ -	1,032.00	$ 144,480.00	98.57%	$ 7,224.00
37	EA		$ 5,000.00	607-604-D	STORM SEWER STRUCTURE, TYP SS-2, 8 FT	$ 185,000.00	5.00	$ 25,000.00	-	$ -	5.00	$ 25,000.00	13.51%	$ 1,250.00
9	EA		$ 6,000.00	607-604-E	STORM SEWER STRUCTURE, TYP SS-2, 10 FT	$ 54,000.00	11.00	$ 66,000.00	3.00	$ 18,000.00	16.00	$ 96,000.00	177.78%	$ 4,800.00
27	EA		$ 5,500.00	607-604-F	STORM SEWER STRUCTURE, TYP SS-2, 12 FT	$ 148,500.00	2.00	$ 11,000.00	-	$ -	2.00	$ 11,000.00	7.41%	$ 550.00
3	EA		$ 6,700.00	607-604-H	STORM SEWER INLET, TYP SS-3, FOR PIPES 24" AND	$ 114,400.00	5.00	$ 26,800.00	9.00	$ 60,300.00	14.00	$ 87,100.00	61.54%	$ 3,640.00
8	EA		$ 4,800.00	607-604-I	STORM SEWER INLET, TYP SS-3, FOR PIPES 30" AND	$ 38,400.00	1.00	$ 6,700.00	-	$ -	1.00	$ 6,700.00	12.50%	$ 335.00
9	EA		$ 5,050.00	607-604-J	STORM SEWER JUNCTION BOX, TYPE JB-1	$ 45,450.00	3.00	$ 14,400.00	-	$ -	3.00	$ 14,400.00	33.33%	$ 720.00
139	EA		$ 900.00	607-604-PP	STORM SEWER JUNCTION BOX, TYPE JB-V	$ 125,100.00	5.00	$ 22,250.00	-	$ -	5.00	$ 22,250.00	3.60%	$ 1,112.50
2,310	SY		$ 47.00	608-B	TREE GRATE & FRAME, 30" SQUARE	$ 108,570.00	-	$ -	34.00	$ 30,600.00	34.00	$ 30,600.00	31.31%	$ 1,530.00
4,053	SY		$ 43.00	607-608-C	CONC. SIDEWALK, WITH REINFORCEMENT	$ 174,279.00	-	$ -	783.54	$ 31,602.22	783.54	$ 31,602.22	19.33%	$ 1,580.11
600	LF		$ 21.50	609-B	CONC. SIDEWALK & BRICK PAVER BASE WITH REBAR	$ 12,900.00	-	$ -	743.79	$ 31,082.97	743.79	$ 31,082.97	18.35%	$ 1,554.15
19,300	LF		$ 17.00	609-D	CONC. CURB, HEADER	$ 328,100.00	38.00	$ 646.00	12.00	$ 258.00	42.00	$ 904.00	0.22%	$ 45.15
15,720	SF		$ 10.50	607-611-B	CONC. CURB, CURB & GUTTER, TYP. 1 MODIFIED	$ 165,060.00	3,933.00	$ 41,291.50	385.50	$ 4,047.75	4,318.50	$ 45,339.25	27.47%	$ 2,266.96
					BRICK PAVERS	$ 165,274.00	-	$ -	-	$ -	-	$ -	0.00%	$ -

M.B. 64
REG:07.21.09

JIMMY GOURAS

09 JUL 12:24 FAX 6016385282

010/10

CONTINUATION SHEET - UNIT PRICING

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

Owner:
City of Long Beach

Contractor:
J Lewis Dubisch
PO Box 779
Long Beach, MS 39560

Project:
Jeff Davis Avenue Roadway Improvements
CDBG Participating

APPLICATION NUMBER: 6

PERIOD FROM: 6/16/2009
TO: 7/15/2009

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Orig. Est Qty	Unit of Meas	Revised Qty	Unit Price	ITEM No.	DESCRIPTION OF WORK	Original Contract Amount	From Previous Per Application Quantity	From Previous Per Application Amount	Work Completed This Month Quantity	Work Completed This Month Amount	Total Completed to Date Quantity	Total Completed to Date Amount	% Comp	Retainage
200	SF		$ 30.00	807-319-PP	DETECTABLE WARNINGS, PER PLANS	$ 6,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1	LS		$ 30,500.00	613-A	ADJUSTMENT OF CASTINGS, GRATINGS & UTILITY AC	$ 30,500.00	-	$ -	0.50	$ 15,250.00	0.50	$ 15,250.00	50.00%	$ 762.50
2,602	SY		$ 47.50	614-B	CONC. DRIVEWAY WITH REINFORCEMENT, 8" THICK	$ 123,595.00	736.28	$ 34,973.30	69.99	$ 3,324.53	806.27	$ 38,297.83	30.99%	$ 1,914.89
1	LS		$ 150,000.00	618-A	MAINTENCE OF TRAFFIC	$ 150,000.00	0.25	$ 37,500.00	-	$ -	0.25	$ 37,500.00	25.00%	$ 1,875.00
1	LS		$ 300,000.00	620-A	MOBILIZATION	$ 300,000.00	1.00	$ 300,000.00	-	$ -	1.00	$ 300,000.00	100.00%	$ 15,000.00
11,457	LF		$ 2.40	626-E	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS	$ 27,274.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
3,295	LF		$ 2.50	626-G	THERMOPLASTIC DETAIL STRIPE, WHITE	$ 8,237.50	-	$ -	-	$ -	-	$ -	0.00%	$ -
350	LF		$ 2.50	626-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	$ 875.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
924	LF		$ 2.50	807-626-G	THERMOPLASTIC DETAIL STRIPE, BLUE ADA	$ 2,310.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
-	LF		$ 2.50	626-H	THERMOPLASTIC LEGEND, WHITE	$ 2,760.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
-	SF		$ 6.00	626-H	THERMOPLASTIC LEGEND, WHITE	$ 234.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
14	EA		$ 355.00	807-626-H	THERMOPLASTIC LEGEND, BLUE ADA HANDICAP SYM	$ 4,970.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
193	SF		$ 36.00	630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.0	$ 7,056.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
661	LF		$ 25.00	630-K	WELDED & SEAMLESS STEEL PIPE POSTS, 3 1/2"	$ 16,525.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
21	EA		$ 255.00	802-B	UNDERGROUND JUNC. BOX	$ 5,355.00	-	$ -	2.00	$ 510.00	2.00	$ 510.00	9.52%	$ 25.50
57	EA		$ 3,900.00	807-701-A	LIGHTING ASSEMBLY, LOW MAST, TYPE 13-1-0 TEO	$ 222,300.00	-	$ -	7.00	$ 27,300.00	7.00	$ 27,300.00	12.28%	$ 1,365.00
2,643	LF		$ 6.00	807-725-A	UNDERGROUND BRANCH CIRCUIT, #6, 2 CONDUCTO	$ 15,858.00	-	$ -	828.00	$ 5,268.00	828.00	$ 5,268.00	33.23%	$ 263.40
1,417	LF		$ 6.50	807-725-B	UNDERGROUND BRANCH CIRCUIT, #10, 2 CONDUCT	$ 9,210.50	-	$ -	609.00	$ 3,958.50	609.00	$ 3,958.50	42.96%	$ 197.93
1	LS		$ 120,000.00	889-A	ROADWAY CONSTRUCTION STAKES	$ 120,000.00	0.25	$ 30,000.00	0.25	$ 30,000.00	0.50	$ 60,000.00	50.00%	$ 3,000.00
432	SF		$ 65.00	908-A	PRECAST GRAVITY RETAINING WALL SYSTEM	$ 28,080.00	-	$ -		$ -	-	$ -	0.00%	$ -
	SY		$ 3.10	206-A	CO #1 - Geotextile Stabilization, Type VI	$ -	-			$ -	-	$ -		$ -
	LF		$ 10.00		CO #1 - Reconnect Gas Line	$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -								
Totals			3665,634.20			$4,597,493.75		$1,237,210.71		$571,755.33		$1,755,574.03	39.13%	$89,948.70

07/21/2009 TUE 12:24 FAX 6016385292 JIMMY GOURAS 011

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engineers
planners
surveyors
environmental
scientists
landscape architects

Quantity Breakdown for Pay Application No. 6

202-B Removal of Asphalt Pavement, All Depths

Week Ending	Quantity (SY)
6/20/2009	775
7/11/2009	2220.10

202-B Removal of Concrete Pavement and Driveways, All Depths

Week Ending	Quantity (SY)
7/11/2009	193.44

202-B Removal of Drainage Junction Boxes

Week Ending	Quantity (EACH)
7/18/2009	1

202-B Removal of Pipe, All Sizes

Week Ending	Quantity (LF)
7/18/2009	88

907-268-PP Cast Iron Sidewalk Medallion, Per Plans

Week Ending	Quantity (EACH)
7/4/2009	1
7/11/2009	1

301-A Plant Mix Bituminous Base Course, BB-1, Type 6

Week Ending	Quantity (TON)
6/20/2009	861.41
6/27/2009	1136.06

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Jeff Davis Avenue Roadway Improvements Project (Cont.)

403-C Hot Bituminous Pavement, Surface Course, SC-1, Type 8

Week Ending	Quantity (TON)
6/27/2009	903.89

503-C Saw Cut, Full Depth

Week Ending	Quantity (LF)
6/20/2009	54
6/27/2009	36
7/11/2009	50

603-CA 30" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
7/18/2009	109

907-604-E Storm Sewer Structure, Typ SS-2, 10 foot

Week Ending	Quantity (EACH)
6/20/2009	1
7/11/2009	1
7/18/2009	1

907-604-G Storm Sewer Inlet, Typ SS-3, for Pipes 24" and Less

Week Ending	Quantity (EACH)
7/4/2009	4
7/11/2009	5

907-604-PP Tree Grate and Frame, 30" Square

Week Ending	Quantity (EACH)
6/27/2009	15
7/4/2009	5
7/11/2009	9
7/18/2009	5

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07/21/2009 TUE 12:25 FAX 6016385292 JIMMY GOURAS

Jeff Davis Avenue Roadway Improvements Project (Cont.)

608-B Concrete Sidewalk, With Reinforcement

Week Ending	Quantity (SY)
7/18/2009	783.54

907-608-C Concrete Sidewalk and Brick Paver Base, With Reinforcement

Week Ending	Quantity (SY)
7/18/2009	743.79

609-B Concrete Curb, Header

Week Ending	Quantity (LF)
6/20/2009	12

609-D Combination Concrete Curb and Gutter, Type 1 Modified

Week Ending	Quantity (LF)
6/20/2009	294
6/27/2009	91.5

614-B Concrete Driveway, with Reinforcement, 6" Thickness

Week Ending	Quantity (SY)
6/20/2009	69.99

682-E Underground Junction Box

Week Ending	Quantity (EACH)
7/18/2009	2

907-724-A Lighting Assembly, Low Mast, Type 13-1-0-150

Week Ending	Quantity (EACH)
7/18/2009	7

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Jeff Davis Avenue Roadway Improvements Project (Cont.)

907-725-A Underground Branch Circuit, #6, 2 Conductor in Conduit

Week Ending	Quantity (LF)
7/18/2009	878.00

907-725-B Underground Branch Circuit, #1/0, 2 Conductor in Conduit

Week Ending	Quantity (LF)
7/18/2009	609.00

Summary of Quantities

Item	Total Quantity
Removal of Asphalt Pavement, All Depths	2995.10 SY
Removal of Concrete Pavement and Driveways, All Depths	193.44 SY
Removal of Drainage Junction Boxes	1 EACH
Removal of Pipe, All Sizes	88 LF
Cast Iron Sidewalk Medallion, Per Plans	2 EACH
Plant Mix Bituminous Base Course, BB-1, Type 6	1968.47 TON
Hot Bituminous Pavement, Surface Course, SC-1, Type 8	903.89 TON
Saw Cut, Full Depth	140 LF
30" Reinforced Concrete Pipe, Class III	109 LF
Storm Sewer Structure, Typ SS-2, 10 foot	3 EACH
Storm Sewer Inlet, Typ. SS-3, for Pipes 24" and Less	9 EACH
Tree Grate and Frame, 30" Square	34 EACH
Concrete Sidewalk, With Reinforcement	783.54 SY
Concrete Sidewalk and Brick Paver Base, With Reinforcement	743.79 SY
Concrete Curb, Header	12 LF
Combination Concrete Curb and Gutter, Type 1 Modified	385.50 LF
Concrete Driveway, with Reinforcement, 6" Thickness	69.99 SY
Underground Junction Box	2 EACH
Lighting Assembly, Low Mast, Type 13-1-0-150	7 EACH
Underground Branch Circuit, #6, 2 Conductor in Conduit	878.00 LF
Underground Branch Circuit, #1/0, 2 Conductor in Conduit	609.00 LF

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07/21/2009 TUE 12:25 FAX 8016385292 JIMMY GOURAS 015

Approved MBOA: 7/21/09

MEMO

DATE: July 30, 2009
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Long Beach**
Community Revitalization Grant
CDBG Project #R-103-235-01-KCR
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Neel-Schaffer
   Invoice Number 984741 in the amount of $8,906.00
   For architect/engineering expense

2. Neel-Schaffer
   Invoice Number 984740 in the amount of $3,565.00
   For architect/engineering expense

3. J. Levens Builders
   Invoice Number 6 in the amount of $543,167.00
   For Street/Road Improvements

Also enclosed is "Request for Cash and Summary Support Sheet No. 25" in the amount of $284,054.50 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 25" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

Enclosures

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information

Applicant Name:	City of Long Beach
Mailing Address	Post Office Box 929
Street Address	
City, State Zip	Long Beach, MS 39560
Telephone No.	228-863-1550
Fax Number	228-865-0622
Email Address	silvia.ell@ci.longbeachms.com

Bank Information

Electronic Transfer	065503061
Bank Account	0453086659
Bank Name	Hancock Bank
Address	101 Jeff Davis Avenue
City, State ZIP	Long Beach, MS 39560
Telephone No.	228-868-4500

Services Rendered

From: June 1, 2009 Thru To: June 30, 2009

Section B: Project Information

Grant No.	Contract No.	Recipient No.
3-100-016	3-100-016-04-KOR	28

FOR MDA USE ONLY

Vendor No.

MDA Voucher Number

Section C: Request For Activity

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1	Administration	$ 173,028.00	$ 112,814.32		$ 60,461.68
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -
3	Architect/Engineering Expense	$ 660,420.00	$ 425,109.00	$ 12,471.00	$ 222,840.00
4	Acquisition Expense	$ 251,216.77	$ 251,216.77		$ -
5	Contingency Expense	$ 363,163.23			$ 363,163.23
6	Drainage & Flood Protection	$ 1,570,000.00			$ 1,570,000.00
7	Street & Road Improvements	$ 3,810,000.00	$ 1,226,995.00	$ 271,585.50	$ 2,312,105.50
8					$ -
	Total:	$ 6,837,828.00	$ 2,026,235.09	$ 284,064.50	$ 4,528,618.41

Approval for Payment

Signature

Date

Activity Numbers

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official	Date Signed	Debra Tompkins Prepared By	7/30/2009 Date Prepared
William Skellie, Jr., Mayor Typed Name and Title of Authorized Official		601-638-7121 Preparer's Telephone No.	

Mississippi Development Authority
Cash Summary Support Sheet

Applicant: City of Long Beach
Request No: 25
Grant Number: R-103-06
Period Cost - Beginning: June 1, 2009
Ending Date: June 30, 2009
Contract Number: R-103-235-01-KCR

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration					$0.00
B.						
C.						
D.						
			Subtotal:	$0.00	$ -	$0.00

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	Neel-Schaffer	984741	$8,906.00		$8,906.00
B.			984740	$3,565.00		$3,565.00
C.						$0.00
D.						$0.00
			Subtotal:	$ 12,471.00	$ -	$ 12,471.00

3. Activity: Street & Road Improvement

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Street & Road Improvement	J. Levens Builders	6	$271,583.50		$271,583.50
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ 271,583.50	$ -	$ 271,583.50

07/21/2009 TUE 12:28 FAX 6016585292 JIMMY GOURAS 013

Cash Summary Support Sheet

Applicant: City of Long Beach
Request No: 25
Grant Number: R-103-06
Contract Number: R-103-235-01-KCR

4. Activity: Acquisition Expense

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Acquisition Expense					$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

5. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

6. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

Cumulative Match Expended To Date:	GRAND TOTAL:	$ 284,054.50	$ -	$ 284,054.50
Cumulative Federal Expended To Date: $2,309,302.59				

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Long Beach
Request for Cash Number: 26

Contract Number: R-103-235-01-KCR
Total Amount Requested: $ 284,054.50

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 173,096.00	$ 112,614.32	$ -	$ 60,481.68
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00	$ -	$ -
Architect/Engineering Expense	$ 660,420.00	$ 426,109.00	$ 12,471.00	$ 222,840.00
Acquisition Expense	$ 251,216.77	$ 251,216.77	$ -	$ -
Contingency Expense	$ 363,183.23			$ 363,183.23
Drainage & Flood Protection	$ 1,570,000.00			$ 1,570,000.00
Street & Road Improvements	$ 3,810,000.00	$ 1,226,306.00	$ 271,583.50	$ 2,312,108.50
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 6,837,916.00	$ 2,025,246.09	$ 284,054.50	$ 4,528,613.41

Total Funds Request to Date: $2,309,302.59
Amount of Other Funds Expended to Date:
CDBG Project Balance $ 4,528,613.41
Period of Projected Cash Needs - Beginning: June 1, 2009 Thru June 30, 2009

TODAY'S DATE	7/30/2009	BUDGET	$ 6,837,916.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	7/20/2007	TOTAL AMOUNT SPENT TO DATE	$2,309,302.59	
CONTRACT END DATE (FROM CONTRACT)	7/20/2010	% TOTAL CONTRACT BUDGET SPENT	33.77%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	66.23%	
FINAL CONTRACT COMPLETION DATE	7/20/2010	CONSTRUCTION BUDGET AMOUNT	$ 5,994,400.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO DATE	$ 1,749,108.27	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	67.67%	% CONSTRUCTION BUDGET SPENT	29.18%	
% OF CONTRACT PERIOD REMAINING	32.33%			

Minutes of July 21, 2009
Mayor and Board of Aldermen

07/21/2009 TUE 12:27 FAX 8016385292 JIMMY GOURAS 020

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June 30, 2009
Project No: 00.06882.003
Invoice No: 984741

City of Long Beach
Mayor William Skellie
PO Box 929
Long Beach, MS 39560

Project 00.06882.003 City of Long Beach-RPR Services
CDBG-R-103-235-01-KCR

Professional Services from June 1, 2009 to June 30, 2009

Fee

Total Fee	178,120.00			
Percent Complete	50.00	Total Earned	89,060.00	
		Previous Fee Billing	80,154.00	
		Current Fee Billing	8,906.00	
		Total Fee		8,906.00
		Total this Invoice		$8,906.00

Outstanding Invoices

Number	Date	Balance
984398	5/31/09	16,030.80
Total		16,030.80

Billings to Date

	Current	Prior	Total
Fee	8,906.00	80,154.00	89,060.00
Totals	8,906.00	80,154.00	89,060.00

W. Brian Fulton
Engineer Manager

772 Howard Ave., Biloxi, MS 39530-3829, 228.374.1211, Fax 228.374.1216
Federal Tax ID Number 64-0571634

M.B. 64
REG:07.21.09

07/21/2009 TUE 12:27 FAX 6016385292 JIMMY GOURAS 021

NEEL-SCHAFFER
Solutions you can build upon

June 30, 2009
Project No: 00.06682.002
Invoice No: 984740

City of Long Beach
Mayor William Skellia
PO Box 929
Long Beach, MS 39560

Project 00.06682.002 City of Long Beach-CDBG-Const Phase
CDBG-R-103-235-01-KCR

Professional Services from June 1, 2009 to June 30, 2009

Fee

Total Fee	71,300.00			
Percent Complete	50.00	Total Earned	35,650.00	
		Previous Fee Billing	32,085.00	
		Current Fee Billing	3,565.00	
		Total Fee		3,565.00
		Total this Invoice		$3,565.00

Billings to Date

	Current	Prior	Total
Fee	3,565.00	32,085.00	35,650.00
Totals	3,565.00	32,085.00	35,650.00

W. Brian Fulton
Engineer Manager

772 Howard Ave., Biloxi, MS 39530-3820, 228.374.1211, Fax 228.374.1216
Federal Tax ID Number 64-0871634

Minutes of July 21, 2009
Mayor and Board of Aldermen

NEEL-SCHAFFER
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engineers
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surveyors
environmental
scientists
landscape architects

July 20, 2009

Ms. Ann Frazier
CDBG Grant Administrator
Urban Planning Consultants, Inc.
1100 Cherry Street
Vicksburg, MS 39183

Re: Payment Application #6
Jeff Davis Avenue Roadway Improvements Project
Katrina CDBG Project No. R-103-235-01-KCR
City of Long Beach, Mississippi

Dear Ms. Frazier:

Enclosed is Payment Application No. 6 from J. Levens Builders of Long Beach, Mississippi for the above referenced project. It is for the period of 06/16/09 to 07/15/09. If you have any questions, please feel free to call me at 228-374-1211.

Sincerely,
Neel-Schaffer, Inc.

Richie Ashley

Richie Ashley, P.E.
Project Engineer

Attachment

Cc: Mike Pirkle, J. Levens Builders
Craig High, Neel-Schaffer, Inc.
File

772 Howard Avenue, Biloxi, MS, 39530 •
Office 228.374.1211 • Fax 228.374.1216

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 1 PAGES

TO (Owner): City of Long Beach

PROJECT: Jeff Davis Avenue Roadway Improvements
CDBG Participating

APPLICATION NO: 6 Distribution to: OWNER ARCHITECT CONTRACTOR

PERIOD FROM: 6/16/2009
TO: 7/15/2009

ATTENTION:

CONTRACTOR FOR: J. Levens Builders
PO Box 779
Long Beach, MS 39560

ARCHITECT'S PROJECT NO:
CONTRACT DATE: 12/4/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change orders approved in previous months by C[illegible]		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		$0.00	$0.00
Net change by Change Orders			$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$4,597,493
Net change by Change Orders	$0
CONTRACT SUM TO DATE	$4,597,493
TOTAL COMPLETED & STORED TO DATE	$1,798,974
(Column G on G703) Retainage 5 % or total in Column I on G703	$89,949
TOTAL EARNED LESS RETAINAGE	$1,709,025
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$1,165,658
CURRENT PAYMENT DUE	$543,167

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Docu- ments, that all amounts have been paid by the Contractor for Work which pr[illegible]s Certificates for Payment were issued and payments received from the Owner, and th[illegible]rrent payment shown herein is now due.

CONTRACTOR:
By: Johnathan Sams Date: 7-20-2009

STATE OF MISSISSIPPI * KAREN STALLINGS * HARRISON COUNTY
NOTARY PUBLIC ID # 92068 My Commission expires April 20, 2013

State of: MS County of: Harrison
Subscribed and sworn to before me 20 day of July, 2009
Notary Public: Karen Stallings
My Commission expires: 4/20/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $543,167
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:
By: Richie Ashley Date: 7/20/2009

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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CONTINUATION SHEET - UNIT PRICING *AIA DOCUMENT G703/F*

PAGE 1 OF 1 PAGES

To: City of Long Beach

From: J Lemon Builders, PO Box 778, Long Beach, MS 39560

Project: Jeff Davis Avenue Roadway Improvements, CDBG Participating

APPLICATION NUMBER: 6

PERIOD FROM: 6/15/2009 TO: 7/15/2009

A Orig Est Qty	B Unit of Meas	C Revised Qty	D Unit Price	E ITEM No.	F DESCRIPTION OF WORK	G Original Contract Amount	H From Previous Pay Application Quantity	I From Previous Pay Application Amount	J Work Completed This Month Quantity	K Work Completed This Month Amount	L Total Completed to Date Quantity	M Total Completed to Date Amount	N % Comp	O Retainage
1.0	LS		$ 15,000.00	201-A	CLEARING & GRUBBING	$ 15,000.00	0.50	$ 7,500.00	0.25	$ 3,750.00	0.75	$ 11,250.00	75.00%	$ 562.50
25,023	SY		$ 3.50	202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	$ 88,630.50	9,348.00	$ 32,721.50	2,695.00	$ 10,482.50	12,344.00	$ 43,204.00	49.75%	$ 2,160.22
5,723	LF		$ 5.00	202-B	REMOVAL OF CONC. CURB AND GUTTER	$ 31,740.50	2,598.00	$ 14,290.00	-	$ -	2,598.00	$ 14,290.00	45.00%	$ 714.45
2,648	SY		$ 4.00	202-B	REMOVAL OF CONC. PAVEMENT AND DRIVEWAYS, N	$ 10,592.00	1,436.00	$ 5,744.00	193.44	$ 773.76	1,629.44	$ 6,517.76	61.55%	$ 325.89
3,420	SY		$ 4.00	202-B	REMOVAL OF CONC. SIDEWALK	$ 13,716.00	1,716.00	$ 6,864.00	-	$ -	1,716.00	$ 6,864.00	50.18%	$ 343.20
49	EA		$ 500.00	202-B	REMOVAL DRAINAGE INLETS, ALL SIZES	$ 20,500.00	11.00	$ 5,500.00	-	$ -	11.00	$ 5,500.00	22.45%	$ 275.00
5	EA		$ 500.00	202-B	REMOVAL DRAINAGE JUNCTION BOXES	$ 2,500.00	4.00	$ 2,000.00	1.00	$ 500.00	5.00	$ 2,500.00	100.00%	$ 125.00
341	LF		$ 10.00	202-B	REMOVAL OF TRENCH DRAIN	$ 3,600.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
4,[illegible]	LF		$ 14.00	202-B	REMOVAL OF PIPE, ALL SIZES	$ 57,316.00	1,975.00	$ 27,650.00	95.00	$ 1,330.00	2,053.00	$ 28,980.00	50.59%	$ 1,449.00
[illegible]	CY		$ 17.50	203-EX	BORROW EXCAVATION, AN, FME, CLASS B4	$ 8,750.00	2,079.00	$ 36,382.50	-	$ -	2,079.00	$ 36,382.50	237.71%	$ 1,818.13
16,[illegible]	CY		$ 5.75	203-C	EXCESS EXCAVATION, UNL AH	$ 50,792.50	9,507.00	$ 54,663.25	-	$ -	9,507.00	$ 54,663.25	62.21%	$ 2,733.16
600	SY		$ 20.00	211-B	TOPSOIL, SLOPE TREATMENT, CONTRACTOR FURNIS	$ 10,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
200	CY		$ 20.00	307-211-PP	TOPSOIL, FOR PLANTING & BEDS, UNL PER PLAS	$ 4,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
14,054	SY		$ 1.00	212-B	STANDARD GROUND PREPARATION	$ 14,054.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
9	TON		$ 175.00	307-217-A	AGRICULTURAL LIMESTONE	$ 1,575.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2	TON		$ 1,025.00	218-B	COMPO. FERTILIZER, 13-13-13	$ 2,050.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
8,824	SY		$ 3.50	218-B	SOLID SODDING, BERMUDA	$ 30,884.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
233	MGAL		$ 25.00		WATERING	$ 5,825.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2	AC		$ 30.00	219-A	INSECT PEST CONTROL	$ 60.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
345	EA		$ 15.00	220-A	SHRUB PLANTING, DWARF YAUPON HOLLY	$ 5,225.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
20	EA		$ 15.00	220-A	SHRUB PLANTING, GLORIO RED AZALEA	$ 300.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
153	EA		$ 15.00	220-A	SHRUB PLANTING, INDIAN HAWTHORN	$ 2,445.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
6,785	EA		$ 1.00	220-A	SHRUB PLANTING, MONDO GRASS	$ 6,785.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
40	EA		$ 9.00	220-A	SHRUB PLANTING, WHISLER'S DWARF PITTOSPORU	$ 360.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
02	EA		$ 200.00	220-B	TREE PLANTING, CHINESE ELM	$ 10,400.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
100	EA		$ 200.00	220-B	TREE PLANTING, POSTERS HOLLY NO. 2	$ 20,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
18	EA		$ 450.00	220-B	TREE PLANTING, LIVE OAK	$ 7,200.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
18,575	SF		$ 0.25	307-220-D	BED PREPARATION	$ 4,588.75	-	$ -	-	$ -	-	$ -	0.00%	$ -
1,345	SY		$ 4.00	223-C	STRAW MULCH, CLASS II	$ 4,380.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2,400	LF		$ 3.00	224-A	TEMPORARY SILT FENCE	$ 17,200.00	698.00	$ 2,490.00	-	$ -	698.00	$ 2,490.00	29.33%	$ 124.50
600	BALE		$ 10.00	225-A	TEMPORARY EROSION CHECKS	$ 6,400.00	50.00	$ 500.00	-	$ -	50.00	$ 500.00	7.81%	$ 25.00
1	EA		$ 2,150.00	307-255-PP	CAST IRON SIDEWALK MEDALLION, PER PLANS	$ 19,000.00	-	$ -	2.00	$ 4,300.00	2.00	$ 4,300.00	20.57%	$ 215.00
5,373	TON		$ 106.00	301-A	PLANT MIX BITUMINOUS BASE COURSE, BB-1, TYP G	$ 537,300.00	-	$ -	1,996.47	$ 199,647.00	1,996.47	$ 199,647.00	37.16%	$ 9,982.35
[illegible]	TON		$ 33.50	307-301-F	SGR 932 CRUSHED STONE BASE	$ 205,637.50	4,462.83	$ 137,444.66	-	$ -	4,462.83	$ 137,444.66	48.49%	$ 6,872.23
4	TON		$ 106.00	403-C	HOT BITUMINOUS PAVEMENT, SURFACE COURSE, SD-	$ 400,900.00	-	$ -	903.89	$ 90,389.00	903.89	$ 90,389.00	22.57%	$ 4,519.45
40	SY		$ 110.00	307-405-PP	STAMPED ASPHALT CROSSWALK, PER PLANS	$ 4,400.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
2,500	LF		$ 5.00	501-C	SAW CUT, FULL DEPTH	$ 12,500.00	503.00	$ 2,515.00	140.00	$ 700.00	643.00	$ 3,215.00	22.72%	$ 160.75
755	LF		$ 40.00	603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	$ 30,120.00	751.00	$ 30,040.00	-	$ -	751.00	$ 30,040.00	99.73%	$ 1,502.00
1,706	LF		$ 47.00	603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	$ 80,182.00	992.00	$ 46,624.00	-	$ -	992.00	$ 46,624.00	58.18%	$ 2,331.20
589	LF		$ 67.00	603-CA	24" REINFORCED CONCRETE PIPE, CLASS III	$ 39,463.00	46.00	$ 3,216.00	-	$ -	46.00	$ 3,216.00	12.03%	$ 160.80
332	LF		$ 97.50	603-CA	30" REINFORCED CONCRETE PIPE, CLASS III	$ 32,370.00	48.00	$ 4,176.00	205.00	$ 9,983.00	157.00	$ 13,659.00	47.29%	$ 682.95
1	EA		$ 660.00	603-CB	18" REINFORCED CONCRETE END SECTION	$ 660.00	1.00	$ 660.00	-	$ -	1.00	$ 660.00	100.00%	$ 33.00
2,194	LF		$ 33.00	603-CE	22" X 13" CONCRETE ARCH PIPE CLASS A III, FLEXIBLE	$ 126,170.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
165	LF		$ 112.00	603-CE	44"x27" CONCRETE ARCH PIPE CLASS A III, FLEXIBLE	$ 17,160.00	164.00	$ 18,368.00	-	$ -	164.00	$ 18,368.00	99.39%	$ 918.40
1,047	LF		$ 140.00	603-CE	51"x31" CONCRETE ARCH PIPE CLASS A III, FLEXIBLE	$ 146,580.00	1,032.00	$ 144,480.00	-	$ -	1,032.00	$ 144,480.00	98.57%	$ 7,224.00
10	EA		$ 4,000.00	607-300-D	STORM SEWER STRUCTURE, TYP SS-2, 8 FT	$ 40,000.00	5.00	$ 20,000.00	-	$ -	5.00	$ 20,000.00	50.00%	$ 1,000.00
37	EA		$ 5,000.00	607-304-E	STORM SEWER STRUCTURE, TYP SS-2, 10 FT	$ 185,000.00	19.00	$ 95,000.00	3.00	$ 15,000.00	22.00	$ 110,000.00	59.46%	$ 5,500.00
2	EA		$ 6,000.00	607-304-F	STORM SEWER STRUCTURE, TYP SS-2, 12 FT	$ 12,000.00	2.00	$ 12,000.00	-	$ -	2.00	$ 12,000.00	100.00%	$ 600.00
22	EA		$ 5,200.00	607-304-G	STORM SEWER INLET, TYP SS-3, FOR PIPES 24" AND	$ 114,400.00	5.00	$ 26,000.00	3.00	$ 15,600.00	8.00	$ 41,600.00	36.36%	$ 2,080.00
2	EA		$ 6,700.00	607-304-H	STORM SEWER INLET, TYP SS-3, FOR PIPES 30" AND	$ 13,400.00	1.00	$ 6,700.00	-	$ -	1.00	$ 6,700.00	50.00%	$ 335.00
16	EA		$ 4,300.00	607-304-I	STORM SEWER JUNCTION BOX, TYPE JB-1	$ 68,800.00	3.00	$ 12,900.00	-	$ -	3.00	$ 12,900.00	18.75%	$ 645.00
9	EA		$ 5,650.00	607-304-J	STORM SEWER JUNCTION BOX, TYPE JB-2	$ 50,850.00	5.00	$ 28,250.00	-	$ -	5.00	$ 28,250.00	55.56%	$ 1,412.50
119	EA		$ 900.00	607-306-PP	TREE GRATE & FRAME, 30" DIAMETER	$ 107,100.00	-	$ -	34.00	$ 30,600.00	34.00	$ 30,600.00	31.76%	$ 1,530.00
2,395	SY		$ 43.00	608-B	CONC. SIDEWALK, WITH REINFORCEMENT	$ 102,985.00	-	$ -	783.54	$ 33,692.22	783.54	$ 33,692.22	32.70%	$ 1,684.61
1,053	SY		$ 43.00	607-608-E	CONC. SIDEWALK & BRICK PAVER BASE WITH REINF	$ 176,270.00	-	$ -	743.79	$ 31,982.97	743.79	$ 31,982.97	18.29%	$ 1,599.15
600	LF		$ 21.50	609-B	CONC. CURB, HEADER	$ 10,710.00	30.00	$ 645.00	12.00	$ 258.00	42.00	$ 903.00	1.40%	$ 45.15
10,322	LF		$ 17.00	609-D	COMBD. CONC. CURB & GUTTER, TYP 1 MODIFIED	$ 175,473.00	3,933.00	$ 66,861.00	385.50	$ 6,553.50	4,318.50	$ 73,414.50	41.83%	$ 3,670.73
16,758	SF		$ 10.50	607-611-B	BRICK PAVERS	$ 175,974.00	-	$ -	-	$ -	-	$ -	0.00%	$ -

CONTINUATION SHEET - UNIT PRICING

ALL DOCUMENT GROUP

For: City of Long Beach

Entity: I Lavern Builders, PO Box 779, Long Beach, MS 39560

Project: Jeff Davis Avenue Roadway Improvements CDBG Participating

PAGE 1 OF 1 PAGES

APPLICATION NUMBER: 6

PERIOD FROM: 6/16/2009 TO: 7/17/2009

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Orig Est Qty	Unit of Meas	Revised Qty	Unit Price	ITEM No.	DESCRIPTION OF WORK	Original Contract Amount	From Previous Pay Application Quantity	From Previous Pay Application Amount	Work Completed This Month Quantity	Work Completed This Month Amount	Total Completed to Date Quantity	Total Completed to Date Amount	% Comp	Retainage
200	SF		$ 30.00	602-501-PP	DETECTABLE WARNINGS, PER PLANS	$ 6,000.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1	LS		$ 30,500.00	613-A	ADJUSTMENT OF CASTINGS, GRATINGS & UTILITY AS	$ 30,500.00	-	$ -	0.50	$ 15,250.00	0.50	$ 15,250.00	50.00%	$ 762.50
2,602	SY		$ 47.50	644-B	CONC. DRIVEWAY WITH REINFORCEMENT, 6" THICK	$ 123,595.00	736.38	$ 34,978.50	69.99	$ 3,324.53	806.37	$ 38,303.03	30.98%	$ 1,914.67
1	LS		$ 150,000.00	616-A	MAINTENANCE OF TRAFFIC	$ 150,000.00	0.25	$ 37,500.00	-	$ -	0.25	$ 37,500.00	25.00%	$ 1,875.00
1	LS		$ 300,000.00	620-A	MOBILIZATION	$ 300,000.00	1.00	$ 300,000.00	-	$ -	1.00	$ 300,000.00	100.00%	$ 15,000.00
31,537	LF		$ 2.40	628-G	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS	$ 75,704.80	-	$ -	-	$ -	-	$ -	0.00%	$ -
2,281	LF		$ 2.50	628-G	THERMOPLASTIC DETAIL STRIPE, WHITE	$ 5,702.50	-	$ -	-	$ -	-	$ -	0.00%	$ -
250	LF		$ 2.50	628-G	THERMOPLASTIC DETAIL STRIPE, YELLOW	$ 625.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
824	LF		$ 2.50	607-628-G	THERMOPLASTIC DETAIL STRIPE, BLUE ADA	$ 2,060.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
1	LF		$ 2.50	628-H	THERMOPLASTIC LEGEND, WHITE	$ 2.50	-	$ -	-	$ -	-	$ -	0.00%	$ -
1,300	SF		$ 6.00	628-H	THERMOPLASTIC LEGEND, WHITE	$ 7,800.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
14	EA		$ 355.00	607-628-H	THERMOPLASTIC LEGEND, BLUE ADA HANDICAP STA	$ 4,970.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
196	SF		$ 36.00	630-A	STANDARD SIGNDICE SIGNS, SHEET ALUMINUM, 0.0	$ 7,056.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
601	LF		$ 35.00	630-H	WELDED & SEAMLESS STEEL PIPE POSTS, 3 1/2"	$ 14,035.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
21	EA		$ 755.00	635-E	UNDERGROUND JUNC. BOX	$ 5,355.00	-	$ -	2.00	$ 510.00	2.00	$ 510.00	9.52%	$ 25.50
87	EA		$ 3,906.00	607-724-A	LIGHTING ASSEMBLY, LOW MAST, TYPE 13-1-0-100	$ 237,300.00	-	$ -	7.00	$ 27,300.00	7.00	$ 27,300.00	12.28%	$ 1,365.00	
2,863	LF		$ 6.00	607-725-A	UNDERGROUND BRANCH CIRCUIT, #6, 2 CONDUCTO	$ 15,858.00	-	$ -	872.00	$ 5,238.00	872.00	$ 5,238.00	33.22%	$ 262.00
1,417	LF		$ 6.50	607-725-G	UNDERGROUND BRANCH CIRCUIT, #10, 2 CONDUCTO	$ 9,010.50	-	$ -	607.00	$ 3,946.50	607.00	$ 3,946.50	42.84%	$ 197.00
1	LS		$ 120,000.00	609-A	ROADWAY CONSTRUCTION STAKES	$ 120,000.00	0.25	$ 30,000.00	0.25	$ 30,000.00	0.50	$ 60,000.00	50.00%	$ 3,000.00
432	SF		$ 65.00	705-A	PRECAST GRAVITY RETAINING WALL SYSTEM	$ 28,080.00	-	$ -	-	$ -	-	$ -	0.00%	$ -
	SY		$ 5.10	205-A	CO #1 - Geotextile Stabilization, Type III	$ -	-			$ -	-	$ -		$ -
	LF		$ 18.00		CO #1 - Removal Gate Line	$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
						$ -	-			$ -	-	$ -		$ -
Totals			5665,434.23			$4,497,052.75		$1,277,318.71		$571,755.33		$1,718,671.03	39.13%	$85,818.30

07/21/2009 TUE 12:29 FAX 6016385292 JIMMY GOURAS 026

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Solutions you can build upon

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environmental
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landscape architects

Quantity Breakdown for Pay Application No. 6

202-B Removal of Asphalt Pavement, All Depths

Week Ending	Quantity (SY)
6/20/2009	775
7/11/2009	2220.10

202-B Removal of Concrete Pavement and Driveways, All Depths

Week Ending	Quantity (SY)
7/11/2009	193.44

202-B Removal of Drainage Junction Boxes

Week Ending	Quantity (EACH)
7/18/2009	1

202-B Removal of Pipe, All Sizes

Week Ending	Quantity (LF)
7/18/2009	88

907-258-PP Cast Iron Sidewalk Medallion, Per Plans

Week Ending	Quantity (EACH)
7/4/2009	1
7/11/2009	1

301-A Plant Mix Bituminous Base Course, BB-1, Type 6

Week Ending	Quantity (TON)
6/20/2009	861.41
6/27/2009	1135.06

772 Howard Avenue, Biloxi, MS, 39530 •
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Jeff Davis Avenue Roadway Improvements Project (Cont.)

403-C Hot Bituminous Pavement, Surface Course, SC-1, Type 8

Week Ending	Quantity (TON)
6/27/2009	903.89

503-C Saw Cut, Full Depth

Week Ending	Quantity (LF)
6/20/2009	54
6/27/2009	36
7/11/2009	50

603-CA 30" Reinforced Concrete Pipe, Class III

Week Ending	Quantity (LF)
7/18/2009	109

907-604-E Storm Sewer Structure, Typ SS-2, 10 foot

Week Ending	Quantity (EACH)
6/20/2009	1
7/11/2009	1
7/18/2009	1

907-604-G Storm Sewer Inlet, Typ SS-3, for Pipes 24" and Less

Week Ending	Quantity (EACH)
7/4/2009	4
7/11/2009	5

907-604-PP Tree Grate and Frame, 30" Square

Week Ending	Quantity (EACH)
6/27/2009	15
7/4/2009	5
7/11/2009	9
7/18/2009	5

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Jeff Davis Avenue Roadway Improvements Project (Cont.)

608-B Concrete Sidewalk, With Reinforcement

Week Ending	Quantity (SY)
7/18/2009	783.54

907-608-C Concrete Sidewalk and Brick Paver Base, With Reinforcement

Week Ending	Quantity (SY)
7/18/2009	743.79

609-B Concrete Curb, Header

Week Ending	Quantity (LF)
6/20/2009	12

609-D Combination Concrete Curb and Gutter, Type 1 Modified

Week Ending	Quantity (LF)
6/20/2009	294
6/27/2009	91.5

614-B Concrete Driveway, with Reinforcement, 6" Thickness

Week Ending	Quantity (SY)
6/20/2009	69.99

682-E Underground Junction Box

Week Ending	Quantity (EACH)
7/18/2009	2

907-724-A Lighting Assembly, Low Mast, Type 13-1-0-150

Week Ending	Quantity (EACH)
7/18/2009	7

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Jeff Davis Avenue Roadway Improvements Project (Cont.)

907-725-A Underground Branch Circuit, #6, 2 Conductor in Conduit

Week Ending	Quantity (LF)
7/18/2009	878.00

907-725-B Underground Branch Circuit, #1/0, 2 Conductor in Conduit

Week Ending	Quantity (LF)
7/18/2009	609.00

Summary of Quantities

Item	Total Quantity
Removal of Asphalt Pavement, All Depths	2995.10 SY
Removal of Concrete Pavement and Driveways, All Depths	193.44 SY
Removal of Drainage Junction Boxes	1 EACH
Removal of Pipe, All Sizes	88 LF
Cast Iron Sidewalk Medallion, Per Plans	2 EACH
Plant Mix Bituminous Base Course, BB-1, Type 6	1968.47 TON
Hot Bituminous Pavement, Surface Course, SC-1, Type 8	903.89 TON
Saw Cut, Full Depth	140 LF
30" Reinforced Concrete Pipe, Class III	109 LF
Storm Sewer Structure, Typ SS-2, 10 foot	3 EACH
Storm Sewer Inlet, Typ. SS-3, for Pipes 24" and Less	9 EACH
Tree Grate and Frame, 30" Square	34 EACH
Concrete Sidewalk, With Reinforcement	783.54 SY
Concrete Sidewalk and Brick Paver Base, With Reinforcement	743.79 SY
Concrete Curb, Header	12 LF
Combination Concrete Curb and Gutter, Type 1 Modified	385.50 LF
Concrete Driveway, with Reinforcement, 6" Thickness	69.99 SY
Underground Junction Box	2 EACH
Lighting Assembly, Low Mast, Type 13-1-0-150	7 EACH
Underground Branch Circuit, #6, 2 Conductor in Conduit	878.00 LF
Underground Branch Circuit, #1/0, 2 Conductor in Conduit	609.00 LF

772 Howard Avenue, Biloxi, MS, 39530
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Minutes of July 21, 2009
Mayor and Board of Aldermen

Upon discussion, Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the Request for Cash and payment of invoices, CDBG, all as set forth above.

****

There came on for consideration applications for beer permits, Gerald Anthony Wade, Jr., MEX Express, 100 Jeff Davis Avenue; and James E. Romains, The Trax's Lounge, 830 East Railroad Street.

Based upon information obtained from Assistant Police Chief Don Bass regarding background investigations, Alderman Lishen made motion seconded by Alderman Ponthieux to approve said applications for beer permits. The motion carried upon the affirmative voice vote of all the Aldermen present and voting, with Alderman Anderson abstaining.

****

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to spread the Oaths of Office, Municipal Court Officers, upon the minutes of this meeting in words and figures, as follows:

Minutes of July 21, 2009
Mayor and Board of Aldermen

OATH OF OFFICE

I, Bradley W. Rath, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Municipal Court Judge in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 7th day of July, 2009. So help me God.

Bradley W. Rath
Bradley W. Rath, Judge
City of Long Beach, Mississippi

WITNESS:

Jane Marsland
Jane Marsland
Municipal Court Clerk

Sworn to and subscribed before me, this the 10 **day of July, 2009.**

-SEAL-

Rebecca E. Schruff
Rebecca E. Schruff, City Clerk

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 55664
REBECCA E. SCHRUFF
Commission Expires
June 18, 2011
HARRISON COUNTY

Minutes of July 21, 2009
Mayor and Board of Aldermen

OATH OF OFFICE

I, Robert H. Koon, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Municipal Prosecuting Attorney in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 7th day of July, 2009. So help me God.

Robert H. Koon, Prosecuting Attorney
City of Long Beach, Mississippi

WITNESS:

Bradley W. Rath
Municipal Court Judge

Sworn to and subscribed before me, this the 10 day of July, 2009.

-SEAL-

Rebecca E. Schruff, City Clerk

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 55864
REBECCA E. SCHRUFF
Commission Expires
June 18, 2011
HARRISON COUNTY

Minutes of July 21, 2009
Mayor and Board of Aldermen

OATH OF OFFICE

I, Richard J. Smith, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Municipal Court Judge Pro-Tempore in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 7th day of July, 2009. So help me God.

Richard J. Smith, Judge Pro-Tempore
City of Long Beach, Mississippi

WITNESS:

Bradley W. Rath
Municipal Court Judge

Sworn to and subscribed before me, this the 15 **day of July, 2009.**

-SEAL-

Rebecca E. Schruff, City Clerk

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 55864 REBECCA E. SCHRUFF Commission Expires June 18, 2011 HARRISON COUNTY

Minutes of July 21, 2009
Mayor and Board of Aldermen

OATH OF OFFICE

I, William Alex Brady, II, do solemnly swear that I will faithfully support the Constitution of the United States, the Constitution of the State of Mississippi, the ordinances of the City of Long Beach and to obey the laws thereof; that I am not disqualified from holding the office of Municipal Court Prosecuting Attorney Pro-Tempore in and for the City of Long Beach, Mississippi; that I will faithfully discharge the duties of the office which I shall enter into on the 7th day of July, 2009. So help me God.

William Alex Brady, II
Prosecutor Pro-Tempore
City of Long Beach, Mississippi

WITNESS:

Bradley W. Rath
Municipal Court Judge

Sworn to and subscribed before me, this the 10 **day of July, 2009.**

-SEAL- **Rebecca E. Schruff, City Clerk**

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 55884 REBECCA E. SCHRUFF Commission Expires

Minutes of July 21, 2009
Mayor and Board of Aldermen

****

Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to engage the professional services of Wolfe, McDuff and Oppie, Certified Public Accountants, to conduct the audit for fiscal year ended September 30, 2009, as follows:

Wolfe • McDuff & Oppie
CERTIFIED PUBLIC ACCOUNTANTS
(A Professional Association)

Jack A. Oppie, CPA
C. Scott Rankin, CPA

W. Chet Kelly, CPA
Jesse J. Wolfe, CPA (Retired)
Grover B. McDuff, CPA (Retired)

3103 Pascagoula Street · Pascagoula, MS 39567 · Phone: 228-762-6343 · Fax: 228-762-4498 · www.wmocpas.com

July 9, 2009

City of Long Beach
Long Beach, MS

We are pleased to confirm our understanding of the services we are to provide City of Long Beach for the year ended September 30, 2008. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Long Beach as of and for the year ended September 30, 2008. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Long Beach's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of Long Beach's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Schedules

Supplementary information other than RSI also accompanies City of Long Beach's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1) Schedule of Expenditures of Federal Awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Long Beach and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit

Membership in:
American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants • AICPA Private Companies Practice Section
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center

CPA
America Counts on CPAs

or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that City of Long Beach is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Long Beach and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts,

agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control

and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Long Beach's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wolfe, McDuff, & Oppie, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff, & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

City of Long Beach
Page 5

We expect to begin our audit on approximately October 1, 2009 and to issue our reports no later than December 31, 2009. Jack Oppie is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $22,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2006 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Long Beach and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wolfe, McDuff & Oppie

Wolfe, McDuff, & Oppie, P.A.

RESPONSE:

This letter correctly sets forth the understanding of City of Long Beach.

By: [signature]
Title: City Clerk
Date: July 21, 2009 Board Action

* *

Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried directing the City Attorney to draft an agreement for rental of the Recreation Center for consideration and recommendation by the Recreation Board.

* *

There came on for consideration appointments to the Complete Count Committee, 2010 Census, and Alderman Lishen made motion seconded by Alderman

Minutes of July 21, 2009
Mayor and Board of Aldermen

Anderson to confirm Marcia Kruse as the Mayor's appointment. Additional appointments will be considered at the recess meeting scheduled for July 28, 2009.

* *

There came on for consideration the matter of changing the time for regular meetings of the Mayor and Board of Aldermen from 6:00 p.m. to 5:00 p.m. and action was taken as follows:

ORDINANCE NO. 567

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING SECTION 1 OF ORDINANCE NO. 244 OF SAID CITY ENTITLED, "AN ORDINANCE FIXING THE DATE, TIME, PLACE AND MANNER FOR THE HOLDING OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AND REPEALING ALL FORMER ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE", AS AMENDED, TO CHANGE THE HOUR OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determined, adjudicate and declare as follows:

1. That Ordinance No. 244, as amended by Ordinance No. 515, and by Ordinance No. 556 provides that all regular meetings of the Mayor and Board of Aldermen be held at the Long Beach School District Administration Building, and that same commence at 6:00 p.m.; and

2. That the workloads and schedules of more than one alderman allow them to commence meetings of the governing authorities commencing at 5:00 p.m. and thereby allow additional time for municipal business to be conducted; and

3. That it is necessary that the Mayor and Board of Aldermen establish by Ordinance a time for all regular meetings of the Mayor and Board of Aldermen of the City which all aldermen are able to attend and accomplish the city business; and it is in the best interest of the City that aforesaid Ordinance No. 244, as amended, be amended to provide that all regular meetings of the Mayor and Board of Aldermen commence at 5:00 p.m. Now therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That Section 1 of Ordinance No. 244 of the City of Long Beach, Mississippi, entitled "An Ordinance Fixing the Date, Time, Place and Manner for the Holding of Regular Meetings of the Mayor and Board of Aldermen of the City of Long

Beach, Mississippi, and Repealing All Former Ordinances in Conflict with the Provisions of this Ordinance," as amended, should be and is hereby amended to read as follows:

"SECTION 1. Time and Place of Regular Meetings.

That regular meetings of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, shall be, and the same hereby are, fixed to be held on the first Tuesday of each month at 5:00 p.m., at the Long Beach School District Administration Building at 19148 Commission Road, Long Beach, Mississippi, and that a second regular meeting shall be held by said Mayor and Board of Aldermen on the third Tuesday of each month at 5:00 p.m., at the said Long Beach School District Administration Building; provided, further, that said Mayor and Board of Aldermen may recess either meeting from time to time to convene on a day fixed by order of said Mayor and Board of Aldermen entered upon its minutes and may transact any business coming before it for consideration, all as provided by MCA §21-3-19."

SECTION 2. This Ordinance No. 244, as amended, is hereby amended as set forth above, only, to otherwise remain in full force and effect.

SECTION 3. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance."

SECTION 4. Effective Date

This Ordinance shall take effect and be in force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Ordinance No. 567 was introduced in writing by Alderman Carrubba who moved its adoption. Alderman Lishen seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Gary J. Ponthieux	Voted	Aye
Alderman Bernie Parker	Voted	Aye
Alderman Kaye H. Couvillon	Voted	Aye
Alderman Ronnie Hammons, Jr.	Voted	Aye
Alderman Mark E. Lishen	Voted	Aye
Alderman Carolyn J. Anderson	Voted	Aye
Alderman Leonard G. Carrubba, Sr.	Voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance 567 adopted and approved this the 21st day of July, 2009

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

* *

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to confirm appointments to the Long Beach Planning Commission and the Long Beach Port Commission, as follows:

Alderman Couvillon appointed Gretchen Loftus, July, 2009 - July, 2013, as the Planning Commission representative for Ward 3;

Alderman Hammons appointed William Williams, July 2009 – July, 2013, as the Planning Commission representative for Ward 4; and

Alderman Couvillon appointed Rod Rishel as the Port Commission representative for Ward 3, to fill her unexpired term, Present – May/2013.

****

There came on for consideration derelict properties in Ward 5 and other areas of the City and discussion was held regarding the issuing of citations by the Zoning Enforcement Officer, the process to adjudicate property and assess damages to the property taxes and convening an environmental court to prosecute property code violations. No official action was required or taken at this time.

****

There came on for consideration a letter with attachments from Douglas K. Rackley, P. E., A. Garner Russell & Associates, Inc., Consulting Engineers, as follows:

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
5203 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

July 17, 2009

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

RE: Pedestrian/Bicycle Trail
Transportation Enhancement
Project No. STP-0295-00(012) LPA/105270-701000

Gentlemen:

Enclosed herein is our proposed contract for performance of the professional services relating to the preparation of construction plans for the Pedestrian/Bicycle Trail at the Daugherty Road Recreation Park.

Should you find the contract acceptable, please authorize the Mayor to execute the originals so that we may forward them to the Mississippi Department of Transportation for their approval. We stand ready to begin this work as soon as possible. If you have any questions about the contract, please do not hesitate to call.

Sincerely,

Douglas K. Rackley, P.E.

DKR:lt:1840
Enclosure

ESC
Rev. 08/28/04 (Base)
Rev. 11/2008 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

Pedestrian/Bicycle Trail
Project No. STP 0295-00(012) LPA/105270-701000
Harrison County

THIS CONTRACT, is made and entered into by and between the **City of Long Beach**, a body Corporate of the State of Mississippi (the "LPA"), and, **A. Garner Russell & Associates, Inc.** (the "CONSULTANT"), a **Mississippi** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is **P. O. Box 1677 Gulfport, MS 39502**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform **Construction of a Pedestrian/Bicycle Pathway at the Daugherty Road Recreation Park**, as provided for in Project No. **STP 0295-00(012) LPA/105270-701000** 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 Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

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 as to general format and content and in addition thereto, any special requirements of the LPA.

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, 2010**, 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, 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 may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) 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.

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 subcontractors, 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.

ARTICLE VII. FINAL PAYMENT

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.

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.

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 subcontractors 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 subcontractors 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 the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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 subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" 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. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of 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 compensation, 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 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 subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

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.

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.

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 subcontractors 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.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of

any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

(1) cancel the stop work order; or

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

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

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

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:

Mayor William Skellie, Jr.
P. O. Box 929
Long Beach, MS 39560
Telephone: 228-863-1554
Facsimile: 228-865-0822

For Technical Matters:

Mayor William Skellie, Jr.
P. O. Box 929
Long Beach, MS 39560
Telephone: 228-863-1554
Facsimile: 228-865-0822

CONSULTANT:
For Contractual Matters:

M. Scott Burge, P.E.
A. Garner Russell & Assoc., Inc.
P. O. Box 1677
Gulfport, MS 39502
Telephone: 228-863-0667
Facsimile: 228-863-5232

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

P.E. # 09550
Surveyor #_____

For Technical Matters:

David Ball, P.E.
A. Garner Russell & Assoc., Inc.
P. O. Box 1677
Gulfport, MS 39502
Telephone: 228-863-0667
Facsimile: 228-863-5232

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

P.E.# 16546
Surveyor #_____

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

_____

Mayor William Skellie, Jr.

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

A. Garner Russell & Associates, Inc.

BY:_____
M. Scott Burge, P.E.

ATTEST:_____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. 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

EXHIBIT 1

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

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

EXHIBIT 2

Scope of Work

Project No. STP-0295-00(012) LPA/105270-701000
PRELIMINARY ENGINEERING
CITY OF LONG BEACH
STATE OF MISSISSIPPI

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of a Pedestrian/Bicycle Pathway at the Daugherty Road Recreation Park along a selected route; to provide complete design services including field surveys for the development of construction plans.

Construction of the project will be as follows: Asphalt surface course with a limestone base course, pavement markings, signage with erosion control.

THE GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT INCLUDE:

1. Design consideration and utility conflicts for the project.

2. Development of complete PS&E Assembly and bid documents.

3. Development of a final OPINION OF PROBABLE COST.

4. Assist Long Beach, Mississippi in advertising for and obtaining bids for construction.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Complete field surveys. (See Appendix C)

2. Identify the need for regulatory permits and provide appropriate agencies the opportunity for comment regarding impacts.

3. Development of PS&E Assembly.

SCOPE OF WORK

The Scope of Work shall be divided into one phase:

PHASE A:	DESIGN ENGINEERING	
	Part 1	Pre-Design Conference
	Part 2	Field Surveys (Design)
	Part 3	Utility Location Surveys
	Part 4	Plans-in-Hand Field Inspection
	Part 5	Submittal of All Required Regulatory Permit Applications
	Part 6	Office Review Plans
	Part 7	Final Contract Plans and Documents

CONSTRUCTION ENGINEERING
Will be negotiated by Supplemental Agreement

Specific work for each phase is presented on Pages sixteen (16) through twenty (20). References in the document to LPA shall mean the City of Long Beach. FHWA shall mean the Mississippi Division of the Federal Highway Administration. MDOT shall mean the Mississippi Department of Transportation.

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE
The purpose of the conference is to discuss MDOT and FHWA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary.

Part 2 FIELD SURVEYS (DESIGN & ROW)
The CONSULTANT will survey the PROJECT utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the LPA. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 3 UTILITY LOCATION SURVEYS
The CONSULTANT shall locate all conflicting utilities, coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements.

Part 4 PRELIMINARY DESIGN PLANS & PLANS-IN-HAND INSPECTION
The CONSULTANT shall prepare preliminary design plans in accordance with MDOT's format. The design standards, the format of the plans, and any hydraulic design shall conform to the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of blue line prints of plans for review by the LPA. LPA shall mark on these plans all revisions or changes required and return same to the

CONSULTANT at the Field Inspection. Any changes or revisions required as a result the above reviews shall be considered as part of the covered work.

a. Scale of Drawings:
Plans shall be prepared at the following scales:
(1) Plan sheets with geometrics 1"=100'
(2) Form grades at channelized intersections 1"=20'
(3) Intersection detail sheets 1"=20'
(4) Other sheets at appropriate scale.

b. Size of Drawings:
All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:
MDOT's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by MDOT. The MDOT Engineer may reject any plans not conforming to these standards.

Part 5 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS
The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work.

Part 6 OFFICE REVIEW PLANS
Subsequent to the Field Inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by LPA, the CONSULTANT shall furnish one (1) set of blue line prints for office review by MDOT ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original Field Inspection Plans with the office submittal. LPA shall mark on the OFFICE REVIEW PLANS all revisions or changes required and return same to the CONSULTANT for submittal of the Final Contract Plan. Allow minimum of three (3) weeks for review. Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 7 FINAL CONTRACT PLANS (PS&E ASSEMBLY)
The final contract plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. MDOT's sample plans should be used as the guide for assembling the final plans.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless MDOT has on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ scale blue line prints without standards along with three (3) sets of contract documents for MDOT review. The marked OFFICE REVIEW PLANS must be returned with the PS&E ASSEMBLY.

Once approved by MDOT and the FHWA Authorization has been obtained, the LPA shall be notified that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PHASE A PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

a. Contact the Land Owner and obtain permission prior to entry upon the property for survey purposes.

b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.

c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.

d. Perform complete topographic survey along proposed centerline.

e. Establish vertical control utilizing approved bench marks.

f. Establish benches along centerline on 800 - 1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.

Item 3. Cross Sections and Profiles

a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall extend as follows: For a distance adequate to accommodate construction limits.

Item 4. Notes and Drawings

a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.

b. List all utilities, apparent owners and addresses on plan sheet No. 3.

c. Equate to existing projects at specified locations.

The above items will include the following requirements:

1. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.

2. Level Notes -
   a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.

b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.

3. Drainage -
   a. The plus of all drainage areas is to be indicated.

4. Right-of-Way Documents -
   a. Project is in existing Right-of-Way.

5. Utilities - All utilities within and adjacent to the PROJECT limits are to be listed on the index and general note sheet with their locations shown on the plans. Overhead transmission lines shall be indicated and their height referenced.

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.

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.

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 rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 150.7 % of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the 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 LPA requirements.

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 $ 4,150.15 , 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 $ 40,238.42 (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

	Labor Cost	Direct Cost	Fixed Fee	SubConsultant	Total
	36,088.27	4,150.15			40,238.42

**See Delineation of Cost Breakdown behind Exhibit 7.

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 NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	$	$	$
* PAYROLL ADDITIVE	$	$	$
FIXED FEE (% complete X total fee less amounts previously paid)	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE : $

NOTE:
1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD- ATTACH SUPPORTING DATA)
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

SUPPORTING DATA

County _____

Project No. 00-0000-00 000 00

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.0	0.00	0.00	0.00
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
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 subcontractors 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 subcontractor 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 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 Clear 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 it's 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 an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

(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 bone 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 _____ day of _____, 20____.

CONSULTANT

BY: _____

ATTEST:_____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

(a) employ or retain, or agree to employ or retain, firm or person, or

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

SO CERTIFIED on the _____day of _____, 200__.

LPA _____

_____

Chief Administrative Official

EXHIBIT 8

DESGIN FOR PHASE "A"

	HOURS	RATE	EXTENSION
SENIOR ENGINEER	60	42	$ 2,520.00
REGISTERED ENGINEER	80	40	$ 3,200.00
SENIOR ENGINEER TECH.	40	35	$ 1,400.00
JUNIOR ENGINEER	40	21	$ 840.00
CAD TECH II	80	24.75	$ 1,980.00

SURVEY FOR PHASE "A"

SURVEY CREW CHIEF	60	26.25	$ 1,575.00
ENGINEER TECH. II	60	20	$ 1,200.00
ENGINEER TECH. I	60	14	$ 840.00
ENGINEER TECH. I	60	14	$ 840.00

SUBTOTAL FOR PHASE A	$ 14,395.00
PAYROLL ADDITIVES (150.7%)	$ 21,693.27
SUBTOTAL	$ 36,088.27
FIXED FEE (11.5%)	$ 4,150.15
TOTAL FOR PHASE A	$ 40,238.42

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.

_____
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:_____ _____
Authorized Officer or Agent Date

_____ _____
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 _____ day of _____, 20____.

_____
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.

Upon discussion, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the contract for professional services, A. Garner Russell & Associates, Inc., Pedestrian/Bicycle Trail Transportation Enhancement Project, all as set forth above.

****

There came on for consideration on for consideration a letter with attachments from David H. Seyfarth, PD, PS, Special Projects Engineer, MDOT, as follows:

Melinda L. McGrath
Deputy Executive Director/
Chief Engineer

Brenda Znachko
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Larry L. "Butch" Brown
Executive Director

Steven K. Edwards
Director
Office of Intermodal Planning

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

16499 Highway 49, Saucier, Mississippi 39574-9740

July 9, 2009

Honorable William Skellie, Jr.
Mayor, City of Longbeach
P.O. Box 929
Longbeach, MS 39560

RE: Memorandum of Understanding, MOU, for ARRA projects
Bridge Replacement on Klondyke Road at Canal No. 1
Klondyke Road Signalize and Intersection Improvements at 28th Street

Dear Mayor Skellie,

Attached are the duplicate copies of MOU's for the two ARRA funded projects for your review and processing. The MOU will facilitate the MDOT providing inspection services for the city as required by the Federal Highway Administration, FHWA, for ARRA funding. Please execute the MOU in duplicate and return to my office. Please Mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David Seyfarth

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Memorandum of Understanding
(ARRA Funding)

STP-9082-00(002)LPA 105718/701000
Bridge Replacement on Klondyke Road at Canal No. 1
Longbeach, MS

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Longbeach, Mississippi (the Local Public Agency or the "LPA"), effective as of the date of the last execution below.

WHEREAS, the Commission is the single state agency designated under Section 65-1-2(3) to receive federal funds made available through the U.S. Department of Transportation; and

WHEREAS, the LPA has announced its desire to replace bridge on Klondyke Road at Canal No. 1; and

WHEREAS, the Commission is authorized under Sections 65-1-77, 65-1-79 and 65-1-83 to conduct studies and enter into agreements with the LPA to design and construct said project; and

WHEREAS, approximately $661,000.00 in federal funds has been appropriated for the construction of the Project which may be made available over a period of time and are subject to normal reductions and obligational limitations; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the project under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this project:

ARTICLE I. DUTIES AND RESPONSIBILITIES

PRE-CONSTRUCTION

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the project and will coordinate all project activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the Project Development Manual for Local Public Agencies (PDM) necessary for the project including, but not limited to, project activation, consultant procedures, environmental process, preliminary design, Right of Way acquisition (if required), and advertisement for and selection of a contractor.

3. Submit to the MDOT three (3) complete sets of plans (if applicable) and proposals in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT granting advertising authority. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the project during design and after completion.

5. Promptly pay any consultant monies due them within 30 days of submittal of invoice from the consultant.

6. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

7. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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, Pul.L.99-603, 100 Stat. 3359, as amended.

B. THE COMMISSION WILL:

1. Allow the LPA to design the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of designing the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of designing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the design with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project design to progress in an orderly fashion.

5. During the progress of the project, assist the LPA in obtaining reimbursements from federal funding sources for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this project, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

CONSTRUCTION

A. The LPA for the Construction of the project will:

1. Designate a full time employee of the LPA as the Project Liaison, who will serve as the contact person for the LPA and will have the responsible charge of signing, but not limited to, construction documents, invoices and supplemental agreements and will coordinate with the MDOT District LPA Coordinator, the MDOT Engineer (as designated in the CE&I agreement between MDOT and the CE&I Consultant), and the MDOT construction engineering and inspection (CE&I) consultant.

2. Follow the procedures set out in the Project Development Manual for Local Public Agencies (PDM) necessary for the project including, but not limited to, project close out.

3. Be responsible for all maintenance of the project after completion.

4. Promptly pay to the LPA's contractor all progress invoices or other monies due to them within 30 days of submittal.

5. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

6. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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, Pul.L.99-603, 100 Stat. 3359, as amended.

B. THE COMMISSION WILL:

1. Allow the LPA to construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Provide the engineering and inspection services for the contract through the MDOT employees and/or a contract engineering and inspection consultant hired by the MDOT. The MTC will pay the CE&I consultant and any other cost associated with the necessary inspection and reporting from the federal funds obligated for this project.

3. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

4. Work with the LPA, through the MDOT designated CE&I Inspector/Consultant, the District LPA Coordinator and the MDOT Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

5. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

6. During the progress of the project, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this project, will be charged as a project cost.

7. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the project, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party, and may be terminated by either party for any reason or no reason. Such notice shall not, of itself, cancel any contract made in reliance hereon which is underway at the time of termination.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Larry L. "Butch" Brown
Executive Director, MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Longbeach, MS
William Skellie, Jr., Mayor
P.O. Box 929
Longbeach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District 6 LPA Coordinator
David Seyfarth
16499B Highway 49
Saucier, MS 39574
Phone: (228)832-0682
Fax: (228)832-0281

LPA:
Longbeach, MS
David Ball
520 33rd Street
Gulfport, MS 39507
Phone: (228) 863-0667
Fax: (228) 863-5232

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA 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 COMMISSION, 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.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA will execute all directives and orders through its Mayor with authority and/or ratification, as the case may require, from the City Council. Counties who serve as LPA's will execute all documents as prescribed by law with appropriate action by the Board of Supervisors, signature by the Board President and attestation by the Chancery Clerk. All notices, communications, and correspondence between the COMMISSION

and the LPA shall be directed to the designated agents shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

A. The COMMISSION, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Memorandum of Understanding except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the LPA, or any employee, agent, or official of the LPA, its contractors, or subcontractors. The LPA shall be responsible for all damages to property or injuries to persons which may arise from or be incidental to the prosecution of work under the Project and conducted by the LPA, and the COMMISSION shall be responsible for all damages to property or injuries to persons which may arise or be incidental to the prosecution of work under the Project and conducted by the COMMISSION or MDOT.

B. The COMMISSION will not be a party to any contract or subcontract entered into by the LPA, other than this Memorandum of Understanding.

C. No provision of this Memorandum of Understanding is intended, nor shall it be construed, to provide any right, title, or interest to any person or entity not a signatory hereto.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Minutes of July 21, 2009
Mayor and Board of Aldermen

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So Agreed this the 22nd day of July, 2009.

City /County of Long Beach **Mississippi**

Mayor

So Agreed this the _____ day of _____, 2009.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Larry L. Brown, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding
(ARRA Funding)

STP-9082-00(003)LPA 105719/701000
Signalization and Intersection Improvements of Klondyke Rd. at 28th St.
Longbeach, MS

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Longbeach, Mississippi (the Local Public Agency or the "LPA"), effective as of the date of the last execution below.

WHEREAS, the Commission is the single state agency designated under Section 65-1-2(3) to receive federal funds made available through the U.S. Department of Transportation; and

WHEREAS, the LPA has announced its desire to signalize and make improvements to the Intersection of Klondyke Road and 28th Streeet; and

WHEREAS, the Commission is authorized under Sections 65-1-77, 65-1-79 and 65-1-83 to conduct studies and enter into agreements with the LPA to design and construct said project; and

WHEREAS, approximately $500,000.00 in federal funds has been appropriated for the construction of the Project which may be made available over a period of time and are subject to normal reductions and obligational limitations; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the project under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this project:

ARTICLE I. DUTIES AND RESPONSIBILITIES

PRE-CONSTRUCTION

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the project and will coordinate all project activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the Project Development Manual for Local Public Agencies (PDM) necessary for the project including, but not limited to, project activation, consultant procedures, environmental process, preliminary design, Right of Way acquisition (if required), and advertisement for and selection of a contractor.

3. Submit to the MDOT three (3) complete sets of plans (if applicable) and proposals in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT granting advertising authority. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the project during design and after completion.

5. Promptly pay any consultant monies due them within 30 days of submittal of invoice from the consultant.

6. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

7. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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, Pul.L.99-603, 100 Stat. 3359, as amended.

B. THE COMMISSION WILL:

1. Allow the LPA to design the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of designing the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of designing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the design with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project design to progress in an orderly fashion.

5. During the progress of the project, assist the LPA in obtaining reimbursements from federal funding sources for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this project, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

CONSTRUCTION

A. The LPA for the Construction of the project will:

1. Designate a full time employee of the LPA as the Project Liaison, who will serve as the contact person for the LPA and will have the responsible charge of signing, but not limited to, construction documents, invoices and supplemental agreements and will coordinate with the MDOT District LPA Coordinator, the MDOT Engineer (as designated in the CE&I agreement between MDOT and the CE&I Consultant), and the MDOT construction engineering and inspection (CE&I) consultant.

2. Follow the procedures set out in the Project Development Manual for Local Public Agencies (PDM) necessary for the project including, but not limited to, project close out.

3. Be responsible for all maintenance of the project after completion.

4. Promptly pay to the LPA's contractor all progress invoices or other monies due to them within 30 days of submittal.

5. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

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B. THE COMMISSION WILL:

1. Allow the LPA to construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Provide the engineering and inspection services for the contract through the MDOT employees and/or a contract engineering and inspection consultant hired by the MDOT. The MTC will pay the CE&I consultant and any other cost associated with the necessary inspection and reporting from the federal funds obligated for this project.

3. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

4. Work with the LPA, through the MDOT designated CE&I Inspector/Consultant, the District LPA Coordinator and the MDOT Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

5. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

6. During the progress of the project, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this project, will be charged as a project cost.

7. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the project, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party, and may be terminated by either party for any reason or no reason. Such notice shall not, of itself, cancel any contract made in reliance hereon which is underway at the time of termination.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:	LPA:
Larry L. "Butch" Brown	Longbeach, MS
Executive Director, MDOT	William Skellie, Jr., Mayor
P.O. Box 1850	P.O. Box 929
Jackson, MS 39215-1850	Longbeach, MS 39560
Phone: (601) 359-7002	Phone: (228) 863-1556
Fax: (601) 359-7110	Fax: (228) 865-0822

For Technical Matters:

COMMISSION:	LPA:
District 6 LPA Coordinator	Longbeach, MS
David Seyfarth	David Ball
16499B Highway 49	520 33rd Street
Saucier, MS 39574	Gulfport, MS 39507
Phone: (228)832-0682	Phone: (228) 863-0667
Fax: (228)832-0281	Fax: (228) 863-5232

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA 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 COMMISSION, 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.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA will execute all directives and orders through its Mayor with authority and/or ratification, as the case may require, from the City Council. Counties who serve as LPA's will execute all documents as prescribed by law with appropriate action by the Board of Supervisors, signature by the Board President and attestation by the Chancery Clerk. All notices, communications, and correspondence between the COMMISSION

and the LPA shall be directed to the designated agents shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

A. The COMMISSION, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Memorandum of Understanding except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the LPA, or any employee, agent, or official of the LPA, its contractors, or subcontractors. The LPA shall be responsible for all damages to property or injuries to persons which may arise from or be incidental to the prosecution of work under the Project and conducted by the LPA, and the COMMISSION shall be responsible for all damages to property or injuries to persons which may arise or be incidental to the prosecution of work under the Project and conducted by the COMMISSION or MDOT.

B. The COMMISSION will not be a party to any contract or subcontract entered into by the LPA, other than this Memorandum of Understanding.

C. No provision of this Memorandum of Understanding is intended, nor shall it be construed, to provide any right, title, or interest to any person or entity not a signatory hereto.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So Agreed this the 22nd day of July, 2009.

City /County of Long Beach Mississippi

Mayor

So Agreed this the _____ day of _____, 2009.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Larry L. Brown, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Upon discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve the Memorandum of Understanding, Mississippi Department of Transportation (MDOT), Bridge Replacement on Klondyke Road at Canal No. 1 and Klondyke Road Signalize and Intersection Improvements at 28th Street, authorizing the Mayor to execute same, all as set forth above.

****

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried, to approve amendment number one, Agreement for

Administrative Services, Southern Mississippi Planning and Development District, authorizing the Mayor to execute same, as follows:

AGREEMENT FOR ADMINISTRATIVE SERVICES
AMENDMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES dated February 7, 2007, between City of Long Beach, Mississippi and Southern Mississippi Planning and Development District is hereby **AMENDED** as follows:

COMPENSATION: is amended to extend the time frame allowed for completion of the Agreement. Where said section states that "the maximum time allowed for completion of this AGREEMENT is thirty (30) months from the date of award approval from EDA" per Amendment 1 shall now read "the maximum time allowed for completion of this AGREEMENT is forty-three (43) months from the date of the award approval from EDA." All services will be completed by or before June 15, 2010.

No other terms or conditions of the original AGREEMENT are affected by this AMENDMENT.

IT IS, THEREFORE, agreed between the parties hereto and have made and executed this **AMENDMENT 1 OF AGREEMENT FOR ADMINISTRATIVE SERVICES** as of this

22nd day of July, 2009.

City of Long Beach

Southern Mississippi Planning and Development District

* *

The Clerk was directed to draft a public notice regarding derelict swimming pools for consideration at the recess meeting to be scheduled for July 28, 2009, at 5:00 p.m.

* *

Considerable discussion was held regarding environmental court, however, no formal action was required or taken at this time.

****

There came on for consideration a personnel matter and potential litigation; Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to meet in Closed Session to preliminarily determine whether or not to declare an executive session.

* *

The meeting resumed in open session, and based upon discussion held and information obtained in Closed Session, Alderman Lishen made motion seconded by Alderman Anderson to meet in Executive Session for the transaction of public business, to-wit: to discuss with and seek the legal advice and counsel of the City Attorney regarding potential litigation and personnel matters.

The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Gary J. Pointhieux	voted	Aye
Alderman Carolyn Anderson	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

* *

Based upon discussion held and information obtained in Executive Session, no formal action was required or taken in open session.

****

The Mayor recognized Davis and Allison Young to discuss the $500.00 temporary fee charged for rental of the Recreation Center. They stated that the kitchen is not yet functional and requested a reduction in the fees.

Upon discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to reduce the fees to $250.00.

****

Minutes of July 21, 2009
Mayor and Board of Aldermen

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to recess the meeting to Tuesday, July 28, 2009, at 5:00 p.m.

****

APPROVED:

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

_____
Alderman Gary J. Ponthieux, Ward 1

_____
Alderman Bernie Parker, Ward 2

_____
Alderman Kaye H. Couvillon, Ward 3

_____
Alderman Ronnie Hammons, Jr., Ward 4

_____
Alderman Mark E. Lishen, Ward 5

_____
Alderman Carolyn J. Anderson, Ward 6

_____
Date

ATTEST:

_____
Rebecca E. Schruff, City Clerk