

Minutes of December 20, 2011  
Mayor and Board of Aldermen

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in December, 2011, 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., Carolyn J. Anderson, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

Alderman Mark E. Lishen was absent the meeting.

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 Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to adopt Minute Book Number 73 as the next consecutive official minute book of the Mayor and Board of Aldermen.

\*\*\*\*\*

There was no official action required or taken regarding bids.

\*\*\*\*\*

Alderman Ponthieux announced a joint project with the Long Beach School District for a video presentation promoting the City of Long Beach.

\*\*\*\*\*

There were no amendments to the Municipal Docket.

\*\*\*\*\*

There were no public comments regarding agenda items.

\*\*\*\*\*

Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve the public hearings and regular meeting minutes of the Mayor and Board of Aldermen dated December 3, 2011, as submitted.

\*\*\*\*\*

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Planning Commission dated December 8, 2011, as submitted.

\*\*\*\*\*

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Mayor and Board of Aldermen

Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to approve the regular meeting minutes of the Port Commission dated December 15, 2011, as submitted.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve payment of invoices as listed in Docket of Claims number 122011 inclusive of Invoice #U121141, in the amount of \$400.00, FMA Residential Acquisition Program, James E. Joest, Appraiser.

\*\*\*\*\*

There was no report from the Mayor's Office.

\*\*\*\*\*

Based upon the recommendation of Assistant Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve Fire Department personnel matters, as follows:

- Termination, Firefighter Recruit Blaine McGill, FS-5, effective December 15, 2011.
- New Hire (transfer), Firefighter 1<sup>st</sup> Class Grady Holder, Jr., FS-9-B, effective January 1, 2012.

\*\*\*\*\*

There was no action required or taken regarding CDBG Requests for Cash and payment of invoices.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the MDOT-Klondyke Road/28<sup>th</sup> Street Intersection Improvements, Pay Application #10-Bond Paving Company, as follows:

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Mayor and Board of Aldermen

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RECEIVED DEC 13 2011

A Unit of Michael Baker Corporation

December 6, 2011

Mayor William Skellie  
City of Long Beach  
645 Klondyke Road  
Long Beach, MS 39560

Re: KLONDYKE ROAD AND 28<sup>TH</sup> STREET INTERSECTION IMPROVEMENTS  
STP-9082-00 (003) LPA 105719-701000  
Contractor Payment Application # 10

Mayor Skellie:

Enclosed are two (2) copies of Invoice # 10 from Bond Paving Co., Inc. for work performed from May 1, 2011 through November 30, 2011. We have reviewed the application and hereby recommend payment to the Contractor in the amount of \$4,220.28. Please keep these for your use in processing payment to the Contractor.

You will also find attached for your records a copy of the CAD-001 and CAD-002 forms and other related documentation required for reimbursement from the Mississippi Department of Transportation (MDOT) of construction costs. These forms will be submitted directly to MDOT on December 7, 2011 for processing. You should expect funds from MDOT within 30 days.

Feel free to contact me if you have any questions or comments at (228) 818-2839.

Respectfully submitted,

Jeffrey D. May, P.E.  
Project Manager

Cc: James Bond, Jr. – Bond Paving Co.

File: 08430002

Minutes of December 20, 2011  
 Mayor and Board of Aldermen

Dec 07 11 02:29p

User

2288645381

p. 2

Bond Paving Company, Inc.  
 P.O. Box 3147  
 Gulfport, MS 39505-3147

**Invoice**

Date	Invoice #
12/6/2011	10697

<b>Bill To</b>
City of Long Beach P. O. Box 929 Long Beach, MS 39560

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/6/2011			Klondyke & 28th Street-1011

Quantity	Item Code	Description	Price Each	Amount
42	619-D4001	Directional Signs	33.00	1,386.00
5	636-A001	Shielded Cable, AWG#18. 4Conductor	2.00	10.00
-1	640-A016	Traffic Signal Heads, Type 1 LED	755.00	-755.00
1	603-CB002	24" Reinforced Concrete End Section S/A #2 Item	874.00	874.00
100	666-D005	Electric Cable, Aerial Supported in Conduit, IMSA 20-1,AWG14.7 Conductor S/A #2 Item	2.30	230.00
1	620-B001	Requisite Work S/A #2 Item Restocking of Concrete Pipe	151.20	151.20
1	640-A022	Traffic Signal Heads, Type 7 LED	1,788.08	1,788.08
0.0336	618-A001	Maintenance of Traffic	10,000.00	336.00
0.04	699-A001	Roadway Construction Stakes Klondyke & 28th STP-9082-00(003)105719701	5,000.00	200.00
<b>Total</b>				<b>\$4,220.28</b>

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 Mayor and Board of Aldermen

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			12/6/2011			Klondyke & 28th Street-1011
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-1	640-A016	Traffic Signal Heads, Type I LED			755.00	-755.00
1	603-CB002	24" Reinforced Concrete End Section S/A #2 Item			874.00	874.00
100	666-D005	Electric Cable, Aerial Supported in Conduit, IMSA 20-1,AWG14,7 Conductor S/A #2 Item			2.30	230.00
1	620-B001	Requisite Work S/A #2 Item Restocking of Concrete Pipe			151.20	151.20
1	640-A022	Traffic Signal Heads, Type 7 LED			1,788.08	1,788.08
0.0336	618-A001	Maintenance of Traffic			10,000.00	336.00
0.04	699-A001	Roadway Construction Stakes Klondyke & 28th STP-9082-00(003)105719701			5,000.00	200.00
<b>Total</b>						<b>\$4,220.28</b>

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Mayor and Board of Aldermen



A Unit of Michael Baker Corporation

December 6, 2011

B. B. House, P.E.  
Contract Administration Division  
Mississippi Department of Transportation  
Post Office Box 1850  
Jackson, Mississippi 39215-1850

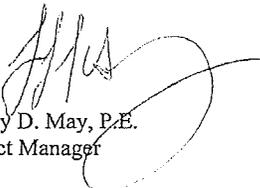
Re: ARRA Project STP-9082-00(003) LPA / 105719-701000  
City of Long Beach  
Klondyke Road and 28<sup>th</sup> Street Intersection Improvements

Mr. House,

Please find enclosed five (5) copies each of CAD-001 and CAD-002 for work performed on the above-referenced project from May 1, 2011 through November 30, 2011. Also enclosed are copies of forms OCR-484 and FHWA-1589 submitted by the Prime Contractor, Bond Paving Co., Inc., for the month of November 2011.

Should you have any questions or require any additional information, please feel free contacting me at (228) 818-2839.

Respectfully submitted,



Jeffrey D. May, P.E.  
Project Manager

Cc: Mayor William Skellie, City of Long Beach  
Kini Gonsoulin, City of Long Beach Comptroller

File: 08430002

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 Mayor and Board of Aldermen

CAD001 Contractor's Estimate - Recap Sheet

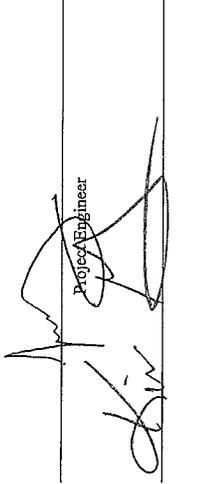
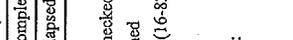
CAD001 v 1.1  
 Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 Contractor's Estimate - Recap Sheet

ARRA STP-9082-00(003)/105719701  
 Printed: 12/05/2011 11:37 am

Vendor Number	V000068776000	Completion Date	08/03/2011
Contract ID	LSTP908200003	Time Units / Days to be Allowed	460.00
In Account With	City of Long Beach PO Box 929, Long Beach, MS, 39560-0929		
FMS Contract Number	OG00000566		
Estimate Number	0010 PROGRESS	Period	05/01/2011 Thru 12/05/2011
Project County:	HARRISON (24)	Current Period	
Project Number:	105719701000 [STP-9082-00(003)/105719701 ]	Previous Estimate	
Total Cost (Participating)			Total Allowed to Date
Total Cost	\$4,220.28	\$359,130.40	\$363,350.68
Project Total	\$4,220.28	\$359,130.40	\$363,350.68
Total Contract Net Work Due	\$4,220.28	\$359,130.40	\$363,350.68
Time Units / Days Used	219.00	365.00	584.00
Contract % Complete (Dollars)	1.02 %	86.89 %	87.91 %
Contract % Elapsed Time	47.61 %	79.35 %	126.96 %

Quantities Checked	
Original Signed	
May, Jeff D. (16-82)	Project Engineer
LPA Official:	
Approved:	
Chief Engineer by	
Original Signed	
B.B.House, P.E	Contract Administration Engineer

% Matching Funds Deduction for LPA 0.00000 % (Cap 413,485.00)	(\$0.00)	(\$0.00)	(\$0.00)
Total Net Amount Owed to LPA	\$4,220.28	\$359,130.40	\$363,350.68

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LPA002 v 1.6 STP-9082-00(003)/105719701  
 Revised Oct. 10, 2008 Contractor's Estimate - Detail Sheet  
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION Printed: 12/05/2011  
 Contractor's Estimate - Detail Sheet

Vendor Number		Date Let								
V000068776000		02/12/2010								
Contract ID		Award Date								
LSTP908200003		04/06/2010								
In Account With										
City of Long Beach PO Box 929, Long Beach, MS, 39560-0929										
Surety										
Default Surety For LPA Contract										
FMS CC Number										
OG00000566										
Estimate Number										
0010 PROGRESS										
Project Number										
105719701000   STP-9082-00(003)/105719701 HARRISON (24)										
Item		Period								
105719701000   STP-9082-00(003)/105719701 HARRISON (24)		05/01/2011 Thru 12/05/2011								
Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
				Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	201-A001	Clearing and Grubbing	1.000	0.000	1.000	LS	19,000.00	0.00	19,000.00
1	0020	202-A001	Removal of Obstructions	1.000	0.000	1.000	LS	19,000.00	0.00	19,000.00
1	0030	202-B106	Removal of Pipe, All Sizes	311.000	0.000	128.000	LF	8.00	0.00	1,024.00
1	0040	203-A003	Unclassified Excavation, FM, AH	257.000	0.000	257.000	CY	8.50	0.00	2,184.50
1	0050	203-EX010	Borrow Excavation, AH, LVM, Class B5	1,123.000	0.000	602.010	CY	10.00	0.00	6,020.10
1	0060	212-B001	Standard Ground Preparation	1,619.000	0.000	1,557.500	SY	1.10	0.00	1,713.25
1	0070	213-B001	Combination Fertilizer, 13-13-13	1.000	0.000	0.000	TON	500.00	0.00	0.00
1	0080	216-A001	Solid Sodding	1,619.000	0.000	1,557.500	SY	4.00	0.00	6,230.00
1	0090	219-A001	Watering	33.000	0.000	14.000	KGAL	1.50	0.00	21.00
1	0100	234-A001	Temporary Silt Fence	1,000.000	0.000	1,000.000	LF	3.75	0.00	3,750.00
1	0110	235-A001	Temporary Erosion Checks	20.000	0.000	14.000	BALE	11.00	0.00	154.00
1	0120	907-304-A011	Granular Material, LVM, Class 9, Group B	386.000	0.000	731.000	CY	10.00	0.00	7,310.00
1	0130	907-403-A011	Hot Mix Asphalt, ST, 12.5-mm mixture	929.000	0.000	666.400	TON	70.00	0.00	46,648.00
1	0140	907-403-A012	Hot Mix Asphalt, ST, 19-mm mixture	154.000	0.000	246.460	TON	85.00	0.00	20,949.10
1	0150	406-A001	Cold Milling of Bituminous Pavement, All Depths	319.000	0.000	252.000	SY	2.00	0.00	504.00
1	0160	907-601-B003	Class "B" Structural Concrete, Minor Structures	30.000	0.000	20.614	CY	2,000.00	0.00	41,228.00
1	0170	602-A001	Reinforcing Steel	2,681.000	0.000	1,827.000	LBS	2.00	0.00	3,654.00
1	0180	603-CA088	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	550.000	0.000	550.000	LF	26.00	0.00	14,300.00
1	0190	603-CA089	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	438.000	0.000	438.000	LF	42.00	0.00	18,396.00
1	0200	603-CA090	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	8.000	0.000	8.000	LF	70.00	0.00	560.00
1	0210	603-CB001	18" Reinforced Concrete End Section	1.000	0.000	2.000	EA	760.00	0.00	1,520.00
1	0220	603-CB003	30" Reinforced Concrete End Section	1.000	0.000	1.000	EA	975.00	0.00	975.00

Minutes of December 20, 2011  
 Mayor and Board of Aldermen

LPA002 Contractor's Estimate - Recap Sheet

Line No	Item Number	AC	Item	Total Quantities			Unit Price	Amount		
				Contract Qty	Current	Allowed-to-Date		Current	Allowed-to-Date	
1	0230	604-A001	Castings	2,914.000	0.000	2,189.000	LBS	2.50	0.00	5,472.50
1	0240	604-B001	Gratings	2,000.000	0.000	1,600.000	LBS	2.50	0.00	4,000.00
1	0250	609-D008	S Combination Concrete Curb and Gutter Type 3A	1,262.000	0.000	896.000	LF	14.00	0.00	12,544.00
1	0260	613-D005	Adjustment of Manhole	3.000	0.000	0.000	EA	150.00	0.00	0.00
1	0270	613-D011	Adjustment of Water Valve	3.000	0.000	2.000	EA	100.00	0.00	200.00
1	0280	613-D013	Adjustment of Water Service	2.000	0.000	1.000	EA	175.00	0.00	175.00
1	0290	613-D015	Adjustment of Sewer Service	2.000	0.000	1.000	EA	150.00	0.00	150.00
1	0300	614-B001	S Concrete Driveway, With Reinforcement	111.000	0.000	57.200	SY	46.00	0.00	2,631.20
1	0320	618-B001	Additional Construction Signs	1.000	0.000	0.000	SF	10.00	0.00	0.00
1	0330	619-D4001	Directional Signs	58.000	42.000	94.000	SF	33.00	1,386.00	3,102.00
1	0350	907-626-B003	6" Thermoplastic Traffic Stripe, Continuous White	170.000	0.000	144.000	LF	1.25	0.00	180.00
1	0360	907-626-C008	6" Thermoplastic Edge Stripe, Continuous White	2,849.000	0.000	2,868.000	LF	1.00	0.00	2,868.00
1	0370	907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,190.000	0.000	3,104.000	LF	1.25	0.00	3,880.00
1	0380	907-626-G005	Thermoplastic Detail Stripe, Yellow	111.000	0.000	130.500	LF	1.50	0.00	195.75
1	0390	907-626-H004	Thermoplastic Legend, White	272.000	0.000	292.000	LF	2.00	0.00	584.00
1	0400	907-626-H005	Thermoplastic Legend, White	132.000	0.000	131.800	SF	5.00	0.00	659.00
1	0410	635-A001	Vehicle Loop Assemblies	750.000	0.000	750.000	LF	12.00	0.00	9,000.00
1	0420	636-A001	Shielded Cable, AWG #18, 4 Conductor	251.000	5.000	267.000	LF	2.00	10.00	534.00
1	0430	638-A005	Loop Detector Amplifier, Card Rack Mounted, 4 Channel	2.000	0.000	2.000	EA	411.00	0.00	822.00
1	0440	907-639-A017	Traffic Signal Equipment Pole, Type II, 17' Shaft, 25' Arm	2.000	0.000	2.000	EA	6,928.00	0.00	13,856.00
1	0450	907-639-A065	Traffic Signal Equipment Pole, Type III, 17' Shaft, 35' & 40' Arms	1.000	0.000	1.000	EA	16,422.00	0.00	16,422.00
1	0460	907-639-C002	Pole Foundations, 36" Diameter	10.000	0.000	7.750	CY	600.00	0.00	4,650.00
1	0470	907-639-D001	Slip Casing, 36" Diameter	37.000	0.000	0.000	LF	20.00	0.00	0.00
1	0480	640-A016	Traffic Signal Heads, Type 1 LED	5.000	-1.000	4.000	EA	755.00	-755.00	3,020.00
1	0490	640-A018	Traffic Signal Heads, Type 3 LED	2.000	0.000	2.000	EA	1,159.00	0.00	2,318.00
1	0500	640-A022	Traffic Signal Heads, Type 7 LED	1.000	0.000	1.000	EA	1,502.00	0.00	1,502.00
1	0510	642-A008	Solid State Traffic Actuated Controllers, Type 8A	1.000	0.000	1.000	EA	9,000.00	0.00	9,000.00
1	0520	647-A005	Pullbox, Type 2	4.000	0.000	3.000	EA	425.00	0.00	1,275.00
1	0530	666-B016	Electric Cable, Underground in Conduit, IMSA	267.000	0.000	267.000	LF	2.30	0.00	614.10

Minutes of December 20, 2011  
Mayor and Board of Aldermen

LPA002 Contractor's Estimate - Recap Sheet

Line No	Item Number	AC	Item	Total Quantities			Unit Price	Amount			
				Contract Qty	Current	Allowed-to-Date		Current	Allowed-to-Date		
1	0540	668-A018	20-1, AWG 14, 7 Conductor Traffic Signal Conduit, Underground, Type 4, 2"	51.000	0.000	21.000	LF	4.00	0.00	84.00	
1	0550	668-B024	Traffic Signal Conduit, Underground Drilled or Jacked, Rottle & Pipe, 2"	136.000	0.000	136.000	LF	13.00	0.00	1,768.00	
1	8010	620-B001	Requisite Work S/A Waterline Relocations	1.000	0.000	1.000	LS	10,579.90	0.00	10,579.90	
1	8020	603-CB002	24" Reinforced Concrete End Section S/A #2 Item	1.000	1.000	1.000	EA	874.00	874.00	874.00	
1	8030	666-D005	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 7 Conductor S/A #2 Item	100.000	100.000	100.000	LF	2.30	230.00	230.00	
1	8040	620-B001	Requisite Work S/A #2 Item Restocking of Concrete Pipe	1.000	1.000	1.000	LS	151.20	151.20	151.20	
1	8050	640-A022	Traffic Signal Heads, Type 7 LED S/A	1.000	1.000	1.000	EA	1,788.08	1,788.08	1,788.08	
				Total ROADWAY Items					3,684.28	3,684.28	330,270.68
				Total Participating Direct Items					3,684.28	3,684.28	330,270.68
				Total Non-Participating Direct Items					0.00	0.00	0.00
				Total Direct Items					3,684.28	3,684.28	330,270.68
Total Direct Items on Contract = 378,298.68											
Dependent Items											
Part	Line No	Item Number	AC	Item	Contract Qty	Current	Allowed-to-Date	Unit	Unit Price	Current	Allowed-to-Date
1	0310	618-A001		Maintenance of Traffic	1.000000	0.0336	0.8730	LS	10,000.00	336.00	8,730.00
1	0340	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	20,000.00	0.00	20,000.00
1	0560	699-A001		Roadway Construction Stakes	1.000000	0.0400	0.8700	LS	5,000.00	200.00	4,350.00
				Total Participating Dependent Items						536.00	33,080.00
				Total Non-Participating Dependent Items						0.00	0.00
				Total Dependent Items						536.00	33,080.00
				Total Project Participating Construction Items						4,220.28	363,350.68
				Total Project Non-Participating Construction Items						0.00	0.00
				Total Project Construction Items						4,220.28	363,350.68
Stockpiled Material Adjustments											
Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date						
Total Participating Stockpiled Material Adjustments				0.00	0.00						
Total Participating Costs (on LPA001)				4,220.28	363,350.68						
Total Non-Participating Costs (on LPA001)				0.00	0.00						
Total Costs (on LPA001)				4,220.28	363,350.68						
Project: 105719701000   STP-9082-00(003)/105719701											

LPA002 Contractor's Estimate - Recap Sheet

Page: 4

Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
<b>Fuel And Material Adjustments</b>						
			Total Participating Fuel And Material Adjustments		0.00	0.00
			Total Non-Participating Fuel And Material Adjustments		0.00	0.00
			Total Fuel And Material Adjustments		0.00	0.00
<b>Estimate Level Adjustments (on LPA001)</b>						
		Description	Remarks		Current	Allowed-to-Date
		Total Participating Estimate Level Adjustments (on LPA001)			0.00	0.00
		Total Non-Participating Estimate Level Adjustments (on LPA001)			0.00	0.00
		Total Estimate Level Adjustments (on LPA001)			0.00	0.00
<b>Total Construction Cost on Contract = 413,298.68</b>					4,220.28	363,350.68
<b>Total Contract Net Work Due (on LPA001)</b>						

Minutes of December 20, 2011  
Mayor and Board of Aldermen

Revised: 1/15/2009

**STATEMENT OF LOCAL PUBLIC AGENCY  
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION  
CAD-001 and CAD-002**

State of Mississippi

County: Harrison

Local Public Agency (LPA): City of Long Beach

Project Number: STP-9082-00(003)LPA / 105719 701000

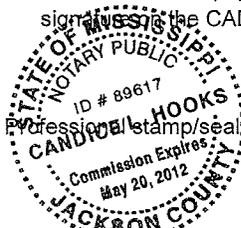
Project Description:

Klondyke Road and 28<sup>th</sup> Street Intersection Improvements

Project Engineer/Architect's Name: Jeffrey D. May, P.E. - THE LPA GROUP INCORPORATED

I, Jeffrey D. May, hereby verify for the attached estimate on the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the CAD-001 for which I bear full responsibility.



[Signature]  
Project Engineer / Architect (signature)



Sworn to and subscribed before me this 16<sup>th</sup> day of December, 2011

Notary stamp/seal  
My Commission Expires: May 20, 2012 Candice Hooks  
Notary (signature)



Minutes of December 20, 2011  
Mayor and Board of Aldermen

Dec 06 11 03:59p

User

2288645381

p.3

OCR-484-  
LPA  
REV. 10/09

LPA PROJECT

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

PROJECT NUMBER : Sp-9DB7-06(2003)LPN CITY/COUNTY : HARRISON Co., MS  
PRIME CONTRACTOR : Bond Paving Co. Inc  
SUB-CONSULTANT/CITY : \_\_\_\_\_

THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUB-CONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. \*\*\*THIS REPORT IS SUBJECT TO AUDIT \*\*\*

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	—	—	304,130.40

\*\*\* THIS REPORT IS SUBJECT TO AUDIT \*\*\*

DBE FIRM LISTED ON CONTRACT TO MEET PROJECT GOAL	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Subcontract Complete
<u>MM McQueen</u>	<u>C</u>	—	—	<u>21,988.60</u>	—	—	—	<u>100</u>
DBE FIRM NOT LISTED ON CONTRACT TO MEET PROJECT GOAL	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Subcontract Complete
NON-DBE FIRM	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Subcontract Complete
<u>HAS Electric</u>	<u>C</u>	—	—	<u>64,788.60</u>	—	—	—	<u>100</u>
<u>J L McConl</u>	<u>C</u>	—	—	<u>11,620.00</u>	—	—	—	<u>100</u>

Betty Thrash  
SUBMITTED BY  
Bookkeeper - Office Asst.  
TITLE

TOTAL DBE PROJECT GOAL: 50%  
DATE: 12-1-11

\*\*\* INSTRUCTIONS \*\*\*

1. CONTRACTOR MUST SUBMIT THIS REPORT ON ALL PROJECTS EACH MONTH TO THE LPA PROJECT DIRECTOR.
2. IF NO PAYMENTS ARE MADE THIS PERIOD, SUBMIT A NEGATIVE OR NO CHANGE REPORT TO THE LPA PROJECT DIRECTOR.
3. THE LPA PROJECT DIRECTOR WILL ATTACH A COPY OF THE OCR-484-LPA TO THE MONTHLY ESTIMATE BEFORE SUBMITTING THE ESTIMATE TO CONTRACT ADMINISTRATION DIVISION. THE LPA DIRECTOR WILL SUBMIT ORIGINAL TO THE OFFICE OF CIVIL RIGHTS.
4. PROGRESS ESTIMATES WILL BE WITHHELD IF CONTRACTOR FAILS TO SUBMIT OCR-484-LPA.
5. TYPE OF FIRM IS EITHER (S) FOR SUPPLIER, (C) FOR CONTRACTOR, (B) FOR BONDING, (M) FOR MISCELLANEOUS, OR (CS) FOR CONSULTANT.

It was noted for the record that City Engineer David Ball will contact the LPA Group and MDOT to assure that repairs are made to the asphalt where the arrows were removed.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve the War Memorial Project, Application and Certificate for Payment #1, FMA, Inc., as follows:

Minutes of December 20, 2011  
Mayor and Board of Aldermen



GULF COAST OFFICE  
2548 Beach Blvd, Ste. 100  
Biloxi, Mississippi 39531  
  
228.594.2200  
FAX 228.594.2020  
EMAIL info@jbhm.com

December 13, 2011

UPS Ground

Ann Frazier  
Jimmy Gouras and Associates  
1100 Cherry Street  
Vicksburg, MS 39183

RE: LONG BEACH WAR MEMORIAL

Dear Ann:

I have enclosed two copies of the **Application and Certificate for Payment Number 1** for the period ending 12/09/11, in the amount of \$27,263.57 for the above referenced project. I am certifying the entire amount requested.

If you have questions concerning these actions, please do not hesitate to contact me.

Adverse weather information Included: No

Updated progress schedule included: Yes

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Currie".

Glenn Currie, AIA, Principal

cc: Melvin Faciane, Jr. – FMA, Inc.  
Mayor William Skelle, Jr. – City of Long Beach  
Ann Frazier – Jimmy Gouras and Associates  
Glenn Currie/Edward Yeatman/ Carl Bradley – JBHM  
JBHM # 11034.09

ARCHITECTURE  
PLANNING  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
GRAPHIC DESIGN  
PROGRAM MANAGEMENT

OFFICES  
Biloxi  
Columbus  
Jackson  
Tupelo

PRINCIPALS  
GLENN CURRIE, AIA  
JOSEPH S. HENDERSON, AIA  
RICHARD H. MCNEEL, AIA

Minutes of December 20, 2011  
Mayor and Board of Aldermen

Project name: Long Beach War Memorial Project Number: 11034

Original Contract Sum: \$ 154,000.00 NOTE: Numbers in red indicate formulas or links  
and should only be written over on purpose.  
Change Orders to date: \$ - Blue cells are meant for data entry.  
New Contract Sum: \$ 154,000.00 All the numbers in the section are linked from  
the Change Order Tab.

Pay Application #	Date Received	Date Approved	Total Completed and Stored to Date	Retainage	Total Earned Less Retainage	Less Previous Payments	Payment Due	Balance to finish, inc. retainage
1	12/9/2011	12/12/2011	28,698.50	1,434.93	27,263.58	0.00	27,263.58	126,736.43
2			0.00	0.00	0.00	27,263.58	-27,263.58	154,000.00
3			0.00	0.00	0.00	0.00	0.00	154,000.00
4			0.00	0.00	0.00	0.00	0.00	154,000.00
5			0.00	0.00	0.00	0.00	0.00	154,000.00
6			0.00	0.00	0.00	0.00	0.00	154,000.00
7			0.00	0.00	0.00	0.00	0.00	154,000.00
8			0.00	0.00	0.00	0.00	0.00	154,000.00
9			0.00	0.00	0.00	0.00	0.00	154,000.00
10			0.00	0.00	0.00	0.00	0.00	154,000.00
11			0.00	0.00	0.00	0.00	0.00	154,000.00
12			0.00	0.00	0.00	0.00	0.00	154,000.00
13			0.00	0.00	0.00	0.00	0.00	154,000.00
14			0.00	0.00	0.00	0.00	0.00	154,000.00
15			0.00	0.00	0.00	0.00	0.00	154,000.00
16			0.00	0.00	0.00	0.00	0.00	154,000.00
17			0.00	0.00	0.00	0.00	0.00	154,000.00
18			0.00	0.00	0.00	0.00	0.00	154,000.00
19			0.00	0.00	0.00	0.00	0.00	154,000.00
20			0.00	0.00	0.00	0.00	0.00	154,000.00
21			0.00	0.00	0.00	0.00	0.00	154,000.00
22			0.00	0.00	0.00	0.00	0.00	154,000.00
23			0.00	0.00	0.00	0.00	0.00	154,000.00
24			0.00	0.00	0.00	0.00	0.00	154,000.00
25			0.00	0.00	0.00	0.00	0.00	154,000.00

FMA, INC.  
Construction Consultants

December 9, 2011

Mr. Glenn Currie, AIA  
JBHM Architects, P.A.  
2548 Beach Blvd.  
Suite 100  
Biloxi, MS 39531

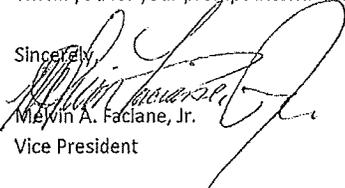
Re: Long Beach War Memorial

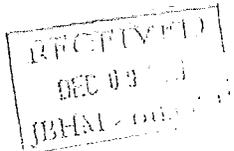
Dear Glenn,

Please find attached three notarized copies of our "Application for Payment No.1" in the net amount of \$27,263.57. Please review, approve and process as soon as possible.

Thank you for your prompt attention to the above.

Sincerely,

  
Mevin A. Faciane, Jr.  
Vice President



403 Moonraker Dr. • Slidell, LA 70458  
985-960-0221 • 985-847-1868 (fax)



Application and Certificate for Payment

TO OWNER: City of Long Beach  
201 Jeff Davis Ave.  
Long Beach, MS 39560

PROJECT: 11034.00  
Long Beach War Memorial  
Jefferson Davis Blvd.  
Long Beach, MS

APPLICATION NO: 1

PERIOD TO: 12/09/2011

CONTRACT FOR: 154,000

CONTRACT DATE: 10/18/2011

PROJECT NOS: / /

Distribution to:  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

FROM CONTRACTOR:  
JHM Architects, P.A.  
403 Montzaker Dr.  
Slidell, LA 70456

VIA ARCHITECT:  
JHM Architects, P.A.  
2548 Beach Blvd.  
Suite 100  
Biloxi, MS 39531

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	154,000.00
2. Net change by Change Orders .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	154,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	28,698.50
5. RETAINAGE:		
a. 5.00% of Completed Work	\$	1,434.93
(Column D + E on G703)		
b. 5.00% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$	1,434.93
6. TOTAL EARNED LESS RETAINAGE .....	\$	27,263.57
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE .....	\$	27,263.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	126,736.43
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's 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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JHM Architects, P.A.  
By: *[Signature]*  
State of: Louisiana  
County of: *St. Tammany*  
Subscribed and sworn to before me this *07* day of *December* *2011*  
Notary Public: Howard E. Hilker, Jr., Notary Public #65487  
My Commission expires: *My commission expires with my life*

Date: DEC 9 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 27,263.57  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears, in RED. An original assures that changes will not be obscured.

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Minutes of December 20, 2011  
 Mayor and Board of Aldermen



Continuation Sheet

From Contractor:  
 FMA, Inc.  
 403 Moonraker Dr.  
 Slidell, LA 70458

To:  
 City of Long Beach  
 201 Jeff Davis Ave.  
 Long Beach, MS 39560

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.  
 Project: 11034.00  
 Long Beach War Memorial  
 Jefferson Davis Ave.  
 Long Beach, MS

APPLICATION NO.: 1  
 APPLICATION DATE: 12/09/2011  
 PERIOD TO: 12/09/2011  
 ARCHITECT'S PROJECT NO:

Use Column J on Contracts where variable retainage for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
1	Bonds/Insurance	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00	500.00
2	MS State Tax 3.5%	5,390.00	0.00	5,390.00	0.00	5,390.00	0.00	269.50
3	General Conditions	28,000.00	0.00	5,600.00	0.00	5,600.00	22,400.00	280.00
4	Sitework (L)	4,000.00	0.00	1,000.00	0.00	1,000.00	3,000.00	50.00
5	Sitework (M)	1,500.00	0.00	750.00	0.00	750.00	750.00	37.50
6	Concrete Work (L)	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
7	Concrete Work (M)	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
8	Pavers (L)	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0.00
9	Pavers (M)	5,000.00	0.00	4,250.00	0.00	4,250.00	750.00	212.50
10	Masonry (L)	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
11	Masonry (M)	2,010.00	0.00	1,708.50	0.00	1,708.50	301.50	85.43
12	Structural Steel (L)	4,250.00	0.00	0.00	0.00	0.00	4,250.00	0.00
13	Structural Steel (M)	4,250.00	0.00	0.00	0.00	0.00	4,250.00	0.00
14	Carpentry (L)	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
15	Carpentry (M)	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
16	Roofing & Sheet Metal (L)	3,400.00	0.00	0.00	0.00	0.00	3,400.00	0.00
17	Roofing & Sheet Metal (M)	3,400.00	0.00	0.00	0.00	0.00	3,400.00	0.00
18	Metal Framing & Drywall (L)	3,900.00	0.00	0.00	0.00	0.00	3,900.00	0.00
19	Metal Framing & Drywall (M)	2,600.00	0.00	0.00	0.00	0.00	2,600.00	0.00
20	Painting (L)	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
21	Painting (M)	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
22	Cast Stone (L)	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
23	Cast Stone (M)	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
24	Landscaping (L)	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
25	Landscaping (M)	4,300.00	0.00	0.00	0.00	0.00	4,300.00	0.00
		132,000.00	0.00	28,698.50	0.00	28,698.50	103,301.50	1,434.93

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Minutes of December 20, 2011  
Mayor and Board of Aldermen



To: City of Long Beach  
201 Jeff Davis Ave.  
Long Beach, MS 39560

From Contractor:  
FMA, Inc.  
403 Moonraker Dr.  
Slidell, LA 70468

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.  
containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Project: 11034.00  
Long Beach War Memorial  
Jefferson Davis Ave.  
Long Beach, MS

APPLICATION NO: 1  
APPLICATION DATE: 12/09/2011  
PERIOD TO: 12/09/2011  
ARCHITECT'S PROJECT NO:

Page 3 of 3

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	Plaque (L)	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
27	Plaque (M)	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	0.00
28	GFRC (L)	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
29	GFRC (M)	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00
30	Electrical (L)	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
31	Electrical (M)	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
		154,000.00	0.00	28,698.50	28,698.50	0.00	28,698.50	125,301.50	1,434.93

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\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve the Sewer Rehabilitation at East Railroad St. and North Jeff Davis, Insituform Technologies, Change Order #2, Consent of Surety to Final Payment, Contractor's Affidavit of Payment of Debts and Claims, and Certificate of Substantial Completion, as follows:

Minutes of December 20, 2011  
Mayor and Board of Aldermen

21



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS  
520 33<sup>RD</sup> STREET, GULFPORT, MS 39507

TEL (228) 863-0667  
FAX (228) 863-5232



December 12, 2011

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

**RE: East Railroad Street and North Jeff Davis Avenue – Sewer Rehabilitation**

Ladies and Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. We therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 2 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of (\$64,902.00). The final amount of the contract is \$179,346.20. The large decrease in total contract amount is due to the decision for the City to perform some of the repairs by separate contract and to a significant over-estimate of the total amount of sewer services on the existing system.
2. Application for Payment Number 4 (Final), in the amount of \$46,291.06. This brings the total of all payments to the full contract amount less the assessed liquidated damages.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB:1894  
Enclosures

# Minutes of December 20, 2011 Mayor and Board of Aldermen

Change Order  
No. 2 (Final)

Date of Issuance: 12/1/2011 Effective Date: 12/6/2011

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract:	<u>East Railroad Street and North Jeff Davis Ave. Sewer Rehabilitation</u>	Date of Contract: <u>7/15/2010</u>
Contractor:	<u>Insituform Technologies</u>	Engineer's Project No.: <u>1894</u>

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

Description:

1. Perform two point repairs immediately adjacent to existing MH #13, which sank approximately 6" due to the sewer main breaks.
2. Reduce contract amount for adjustment of existing sewer manhole which was not performed by Contractor.
3. Adjust contract quantities to conform with final quantities performed in the field.
4. Adjust contract time due to delays at existing MH #12.

Attachments: (List documents supporting change):

1. Contractor's quote for point repairs.

CHANGE IN CONTRACT PRICE:

Original Contract Price:  
\$240,182.00

(Increase) In Contract Price from previous Change Orders No. 1 to No. 1  
\$4,066.20

Contract Price prior to this Change Order:  
\$244,248.20

(Decrease) In Contract Price due to this Change Order:  
(\$64,902.00)

Revised Contract Price Incorporating this Change Order:  
\$179,346.20

CHANGE IN CONTRACT TIMES:

Original Contract Times:  Working Days  60 Calendar days  
Substantial completion (days or date): 11/6/2010  
Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time from previous Change Orders No. 1 to No. 1  
Substantial completion (days or date): 70  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 1/15/2011  
Ready for final payment (days or date): \_\_\_\_\_

(Increase) In Contract Time due to this Change Order:  
Substantial completion (days or date): 30  
Ready for final payment (days or date): \_\_\_\_\_

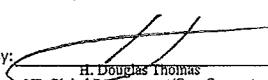
Contract Times Incorporating this Change Order:  
Substantial completion (days or date): 2/14/2011  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

ACCEPTED:  
(CONTRACTOR)

ACCEPTED:  
(OWNER)

By: 

By:   
H. Douglas Thomas  
VP Global Procurement/Ops. Support

By: \_\_\_\_\_

Date: 12.12.2011

Date: 12/5/11

Date: \_\_\_\_\_

EJCDC No. C-941 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of December 20, 2011  
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 2 (Final) PROJECT NO. 1894

PW #	NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	1-4A	CURED-IN-PLACE PIPE - 10" SEWER MAIN (RAILROAD)	3,163 L.F.	\$24.00	\$75,912.00	3	\$72.00	3,166	\$75,984.00
	1-4B	CURED-IN-PLACE PIPE - 10" SEWER MAIN (RAILROAD)	143 L.F.	\$55.00	\$7,865.00	1	\$55.00	144	\$7,920.00
	1-4C	CURED-IN-PLACE PIPE - SERVICE LATERAL (RAILROAD)	400 L.F.	\$160.00	\$64,000.00	(250)	(\$40,000.00)	150	\$24,000.00
	1-4D	SEWER SERVICE CLEANOUT (RAILROAD)	20 EA.	\$650.00	\$13,000.00	(6)	(\$3,900.00)	14	\$9,100.00
	1-4E	MISCELLANEOUS WORK (RAILROAD)	1 L.S.	\$12,500.00	\$12,500.00			1	\$12,500.00
	2-4A	LOCATE EXISTING MANHOLE (RAILROAD)	1 EA.	\$25.00	\$25.00			1	\$25.00
	2-4B	NON-STRUCTURAL MANHOLE REHABILITATION (RAILROAD)	63 V.L.F.	\$200.00	\$12,600.00	23	\$4,500.00	86	\$17,100.00
	2-4C	STRUCTURAL MANHOLE REHABILITATION (RAILROAD)	60 V.L.F.	\$210.00	\$12,600.00	(60)	(\$12,600.00)	0	\$0.00
	3-A	MAINTENANCE OF TRAFFIC (RAILROAD)	1 L.S.	\$1,500.00	\$1,500.00			1	\$1,500.00
	CO1-1	ADDT'L VIDEO (AFTER ALL "POINT REPAIRS")	1,092 L.F.	\$2.35	\$2,566.20			1,092	\$2,566.20
	CO1-2	REPAIR MHS (CONSTRUCT INVERT)	1 L.S.	\$1,500.00	\$1,500.00			1	\$1,500.00
	CO2-2	ADJUSTMENT OF EXISTING SEWER MANHOLE	0 L.S.	-\$150.00	-\$0.00	1	(\$150.00)	1	(\$150.00)
		TOTAL RAILROAD STREET			\$204,066.20		(\$52,023.00)		\$152,043.20
11088 (LB/D/AF)	1-8A	CURED-IN-PLACE PIPE - 8" SEWER MAIN (JEFF DAVIS)	560 L.F.	\$23.00	\$12,880.00	2	\$46.00	562	\$12,926.00
11088 (LB/D/AF)	1-8B	CURED-IN-PLACE PIPE - SERVICE LATERAL (JEFF DAVIS)	100 L.F.	\$160.00	\$16,000.00	(100)	(\$16,000.00)	0	\$0.00
11088 (LB/D/AF)	1-8C	SEWER SERVICE CLEANOUT (JEFF DAVIS)	5 EA.	\$650.00	\$3,250.00	(4)	(\$2,600.00)	1	\$650.00
11088 (LB/D/AF)	1-8D	MISCELLANEOUS WORK (JEFF DAVIS)	1 L.S.	\$4,500.00	\$4,500.00			1	\$4,500.00
11088 (LB/D/AF)	2-8A	NON-STRUCTURAL MANHOLE REHABILITATION (JEFF DAVIS)	5 V.L.F.	\$200.00	\$1,000.00	2	\$400.00	7	\$1,400.00
11088 (LB/D/AF)	2-8B	STRUCTURAL MANHOLE REHABILITATION (JEFF DAVIS)	5 V.L.F.	\$210.00	\$1,050.00	(5)	(\$1,050.00)	0	\$0.00
11088 (LB/D/AF)	3-8	MAINTENANCE OF TRAFFIC (JEFF DAVIS)	1 L.S.	\$1,500.00	\$1,500.00			1	\$1,500.00
11088 (LB/D/AF)	CO2-1	8" POINT REPAIR (JEFF DAVIS)	0 L.S.	\$6,325.00	-\$0.00	1	\$6,325.00	1	\$6,325.00
		TOTAL PW 11088 (LB/D/AF) NORTH JEFF DAVIS AVENUE			\$40,180.00		(\$12,879.00)		\$27,301.00
		TOTAL CHANGE ORDER AMOUNT			\$244,246.20		(\$64,902.00)		\$179,344.20

EX-1052 No. C-441 (2008 Edition)  
Prepared for the Board of Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

# Minutes of December 20, 2011 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 4 FINAL

TO: City of Long Beach (OWNER)  
 Contract for: East Railroad Street and North Jeff Davis Ave. Sewer Rehabilitation Dated: 7/15/2010

OWNER'S Project No.: \_\_\_\_\_ ENGINEER'S Project No.: 1894

For work accomplished through the date of: 8/30/2011

CURRENT CONTRACT AMOUNT: \$179,346.20

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$179,346.20
STORED MATERIALS					
TOTAL	\$179,346.20				\$179,346.20
(Orig. Contract)	\$240,182.00				
C.O. 1	\$4,066.20				
C.O. 2	(\$64,902.00)				

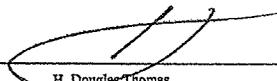
Accompanying Documentation:	GROSS AMOUNT DUE	\$ 179,346.20
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 179,346.20
_____	LESS PREVIOUS PAYMENTS	\$ 113,355.14
_____	LESS LIQUIDATED DAMAGES 197 @ \$100/DAY	\$ 19,700.00
_____	AMOUNT DUE THIS APPLICATION	\$ 46,291.06

**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 FINAL Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 12/5, 2011

Insituform Technologies  
CONTRACTOR

By:   
 H. Douglas Thomas  
 VP-Global Procurement/Ops. Support

**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: 12-12, 2011

A. GARNER RUSSELL & ASSOCIATES, INC.  
ENGINEER

By: 

Minutes of December 20, 2011  
 Mayor and Board of Aldermen

PROJECT NO. 14894

4 FINAL

ATTACHMENT TO PAY ESTIMATE NO.

PW #	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
NONE	1-AA	CURED-IN-PLACE PIPE - 10" SEWER MAIN (RAILROAD)	3,166	\$24.00	\$75,984.00	3166	\$75,984.00		\$0.00	3166	\$75,984.00
NONE	1-AB	CURED-IN-PLACE PIPE - 15" SEWER MAIN (RAILROAD)	144	\$55.00	\$7,920.00	144	\$7,920.00		\$0.00	144	\$7,920.00
NONE	1-AC	CURED-IN-PLACE PIPE - SERVICE LATERAL (RAILROAD)	150	\$160.00	\$24,000.00	0	\$0.00	150	\$24,000.00	150	\$24,000.00
NONE	1-AD	SEWER SERVICE CLEANOUT (RAILROAD)	14	\$650.00	\$9,100.00	0	\$0.00	14	\$9,100.00	14	\$9,100.00
NONE	1-AE	MISCELLANEOUS WORK (RAILROAD)	1	\$12,500.00	\$12,500.00	100%	\$12,500.00		\$0.00	1	\$12,500.00
NONE	2-AA	LOCATE EXISTING MANHOLE (RAILROAD)	1	\$25.00	\$25.00	0	\$0.00	1	\$25.00	1	\$25.00
NONE	2-AB	NON-STRUCTURAL MANHOLE REHABILITATION (RAILROAD)	85.5	\$700.00	\$59,850.00	0	\$0.00	85.5	\$59,850.00	85.5	\$59,850.00
NONE	2-AC	STRUCTURAL MANHOLE REHABILITATION (RAILROAD)	0	\$210.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
NONE	3-A	MAINTENANCE OF TRAFFIC (RAILROAD)	1092	\$1,500.00	\$1,638,000.00	50%	\$750,000.00	50%	\$750,000.00	1092	\$1,638,000.00
NONE	CO1-1	ADDT'G VIDEO (AFTER ALL "POINT REPAIRS")	1	\$2,565.20	\$2,565.20	100%	\$2,565.20		\$0.00	1	\$2,565.20
NONE	CO1-2	REPAIR MHS (CONSTRUCT INVERT)	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00	1	\$1,500.00
NONE	CO2-2	ADJUSTMENT OF EXISTING SEWER MANHOLE	1	(\$150.00)	(\$150.00)	0	\$0.00	1	(\$150.00)	1	(\$150.00)
		TOTAL RAILROAD STREET			\$157,045.20		\$101,220.20		\$50,825.00		\$157,045.20
11088 (LBIDAF)	1-BA	CURED-IN-PLACE PIPE - 8" SEWER MAIN (JEFF DAVIS)	562	\$23.00	\$12,926.00	562	\$12,926.00		\$0.00	562	\$12,926.00
11088 (LBIDAF)	1-BB	CURED-IN-PLACE PIPE - SERVICE LATERAL (JEFF DAVIS)	0	\$160.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
11088 (LBIDAF)	1-BC	SEWER SERVICE CLEANOUT (JEFF DAVIS)	1	\$650.00	\$650.00	0	\$0.00	1	\$650.00	1	\$650.00
11088 (LBIDAF)	1-8D	MISCELLANEOUS WORK (JEFF DAVIS)	7	\$4,500.00	\$31,500.00	1	\$4,500.00	7	\$31,500.00	8	\$36,000.00
11088 (LBIDAF)	2-8A	NON-STRUCTURAL MANHOLE REHABILITATION (JEFF DAVIS)	0	\$700.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
11088 (LBIDAF)	2-8B	STRUCTURAL MANHOLE REHABILITATION (JEFF DAVIS)	0	\$210.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
11088 (LBIDAF)	3-B	MAINTENANCE OF TRAFFIC (JEFF DAVIS)	1092	\$1,500.00	\$1,638,000.00	45%	\$750,000.00	55%	\$825,000.00	1092	\$1,638,000.00
11088 (LBIDAF)	CO2-1	8" POINT REPAIR (JEFF DAVIS)	1	\$6,325.00	\$6,325.00	0%	\$0.00	1	\$6,325.00	1	\$6,325.00
		TOTAL PW 11088 (LBIDAF) NORTH JEFF DAVIS AVENUE			\$77,901.00		\$16,101.00		\$9,100.00		\$27,301.00
		TOTAL WORK COMPLETED			\$179,946.20		\$119,321.20		\$60,025.00		\$179,346.20

Minutes of December 20, 2011  
Mayor and Board of Aldermen

CONSENT OF SURETY  
TO FINAL PAYMENT  
AIA DOCUMENT G707

(Instructions on reverse side)

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

Bond No. 105465479  
TO (OWNER)  
(Name and address )

ARCHITECT'S PROJECT NO:

City of Long Beach  
645 Klondyke Road  
Long Beach, MS 39560

Contract For:

Contract Date: / /

PROJECT:  
(Name and address)

East Railroad Street and North Jeff Davis Avenue Sewer Rehabilitation

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 )

Travelers Casualty And Surety Company Of America  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of

(here insert name and address of Contractor)

INSITUFORM TECHNOLOGIES, INC.  
17988 Edison Avenue  
Chesterfield, MO 63005

, 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  
645 Klondyke Road  
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 13th day of December, 2011.

(Insert in writing the month following by the numeric date and year)

Travelers Casualty And Surety Company Of America  
Surety Company

By: Marissa L. Wilcut  
(seal) Attest: Marissa L. Wilcut, Witness

Barbara Buchhold  
Barbara Buchhold, Attorney-in-Fact

Minutes of December 20, 2011  
Mayor and Board of Aldermen

State of Missouri  
County of St. Louis

On 12/13/2011, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Barbara Buchhold known to me to be Attorney-in-Fact of

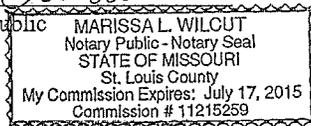
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Marissa L. Wilcut*

Marissa L. Wilcut, Notary Public



My Commission Expires: \_\_\_\_\_

# Minutes of December 20, 2011 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223577

Certificate No. 004395286

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, Salena Wood, Debra A. Woodard, and Barbara Buchhold

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of July, 2011

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 1st day of July, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

58440-6-11 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes of December 20, 2011  
Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of December, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# Minutes of December 20, 2011 Mayor and Board of Aldermen

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

=====

TO: (Owner) City of Long Beach ENGINEER'S PROJECT NO. 1894  
 \_\_\_\_\_ CONTRACT FOR: Entire Project  
 \_\_\_\_\_ CONTRACT DATE: 7/15/2010

PROJECT: East Railroad Street and North Jeff Davis Ave. Sewer Rehabilitation

=====

State of: Mississippi  
 County of: Harrison

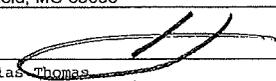
The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims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

None

=====

CONTRACTOR: Insituform Technologies  
 (Address) 17988 Edison Ave.  
Chesterfield, MO 63005

BY:   
 H. Douglas Thomas  
 VP-Global Procurement/Operations Support

Subscribed and sworn to before me this 13 day of December, 2011.

Notary Public:    
 My Commission Expires: July 8, 2012

=====

ONE PAGE

Minutes of December 20, 2011  
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

---

City of Long Beach  
PROJECT East Railroad Street and North Jeff Davis Ave. Sewer Rehabilitation  
DATE OF ISSUANCE October 6, 2011

---

OWNER City of Long Beach  
OWNER'S Contract No. \_\_\_\_\_  
CONTRACTOR Insituform Technologies, Inc. ENGINEER A. Garner Russell & Associates, Inc.

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach  
OWNER

And To Insituform Technologies, Inc.  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 30, 2011  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion. Issuance.

EJDC No. 1910-8-D (1990 Edition )  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

# Minutes of December 20, 2011 Mayor and Board of Aldermen

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: Complete Attachment "A"

The following documents are attached to and made a part of this Certificate:

Punchlist

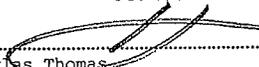
*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on .....  
A. Garner Russell & Associates, Inc.  
ENGINEER

By: .....  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on December 13, 2011  
Insituform Technologies, Inc.  
CONTRACTOR

By:   
H. Douglas Thomas  
VP-Global Procurement/Operations Support

OWNER accepts this Certificate of Substantial Completion on .....  
City of Long Beach  
OWNER

By: .....  
(Authorized Signature)

PUNCH LIST  
EAST RAILROAD STREET AND NORTH JEFF DAVIS AVE. SEWER REHABILITATION

- Adjust sewer service clean out casting between manhole #2 and #3.
- Install clean out and liner in sewer service connected to manhole #5.
- Repair and replace traffic stripe at Railroad St. and Cleveland Ave.
- Repair leak in manhole #9.
- Adjust sewer service clean out casting near 312 Railroad St.
- Repair leak in manhole #10
- Repair backfill and asphalt patch behind coffee house.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve Infrastructure Repairs Area 6, J. Levens Builders, Change Order #8 (final), Consent of Surety to Final Payment, Contractor's Affidavit of Payment of Debts and Claims, and Certificate of Substantial Completion, as follows:

Minutes of December 20, 2011  
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 93<sup>RD</sup> STREET, GULFPORT, MS 39507

TEL (228) 863-0667  
FAX (228) 863-5232

December 12, 2011

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

**RE: Katrina Infrastructure Repairs – Area 6**

Ladies and Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 8 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of (\$163,275.17). The final amount of the contract is \$4,522,257.30.
2. Application for Payment Number 26 (Final), in the amount of \$87,748.52, bringing the total of all payments to the full contract amount.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB:1770-6  
Enclosure

Minutes of December 20, 2011  
 Mayor and Board of Aldermen

Change Order  
 No. 8 (Final)

Date of Issuance: 12/6/2011 Effective Date: 12/20/2011  
 Project: City of Long Beach Owner's Contract No.:  
 Contract: Katrina Infrastructure Repairs - Project Area 6 Date of Contract: 10/6/2009  
 Contractor: J. Levens Builders, Inc. Engineer's Project No.: 1770-6

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

Description:  
 1. Adjust quantities to conform to field measurements.  
 2. Adjust contract time in accordance with additional work completed and to allow for unforeseen conditions.

Attachments: (List documents supporting change):  
 1. N/A

CHANGE IN CONTRACT PRICE:  
 Original Contract Price:  
\$3,249,716.55  
 (Increase) in Contract Price from previous Change Orders No. 1 to No. 7  
\$1,435,815.92  
 Contract Price prior to this Change Order:  
\$4,685,532.47  
 (Decrease) in Contract Price due to this Change Order:  
(\$163,275.17)  
 Revised Contract Price Incorporating this Change Order:  
\$4,522,257.30

CHANGE IN CONTRACT TIMES:  
 Original Contract Times:  Working Days 360 Calendar days  
 Substantial completion (days or date): 10/14/2010  
 Ready for final payment (days or date):  
 Change In Contract Time from previous Change Orders No. 1 to No. 7  
 Substantial completion (days or date): 240  
 Ready for final payment (days or date):  
 Contract Times prior to this Change Order:  
 Substantial completion (days or date): 6/11/2011  
 Ready for final payment (days or date):  
 (Increase) in Contract Time due to this Change Order:  
 Substantial completion (days or date): 108  
 Ready for final payment (days or date):  
 Contract Times Incorporating this Change Order:  
 Substantial completion (days or date): 9/27/2011  
 Ready for final payment (days or date):

RECOMMENDED: (ENGINEER) By: [Signature] Date: 12.14.2011  
 ACCEPTED: (CONTRACTOR) By: [Signature] Date: 12-13-2011  
 ACCEPTED: (OWNER) By: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes of December 20, 2011  
Mayor and Board of Aldermen

PROJECT NO. 17706-6

8 (Final)

ATTACHMENT TO CHANGE ORDER NUMBER

PW #	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
11126 (LB#6)	100-A	8" WATER MAIN, PVC OR DUCTILE IRON	21,877 L.F.	\$14.00	\$306,278.00	(158)	(\$2,312.00)	21,719	\$304,066.00
11126 (LB#6)	100-B	8" WATER MAIN, DUCTILE IRON	604 L.F.	\$45.00	\$27,180.00	132	\$5,940.00	736	\$33,120.00
11126 (LB#6)	100-C	DUCTILE IRON FITTINGS	17 TON	\$4,500.00	\$76,500.00	(2,358)	(\$10,611.00)	14,642	\$65,889.00
11126 (LB#6)	100-D	REMOVAL OF WATER MAIN	21,539 L.F.	\$2.50	\$53,847.50	(881)	(\$2,202.50)	20,658	\$51,645.00
11126 (LB#6)	100-E	DISPOSAL OF ASBESTOS-CEMENT WATER MAIN	12,000 L.F.	\$2.00	\$24,000.00	(2,213)	(\$4,426.00)	9,787	\$19,574.00
11126 (LB#6)	110-A	8" GATE VALVE WITH BOX	23 EA.	\$1,050.00	\$24,150.00	3	\$3,150.00	26	\$27,300.00
11126 (LB#6)	110-B	12" GATE VALVE WITH BOX	12 EA.	\$1,700.00	\$20,400.00	0		12	\$20,400.00
11126 (LB#6)	120-A	FIRE HYDRANT WITH VALVE, LESS THAN 3' BURY	2 EA.	\$3,400.00	\$6,800.00	(1)	(\$1,700.00)	1	\$1,700.00
11126 (LB#6)	120-B	FIRE HYDRANT WITH VALVE, 3' TO 5' BURY	35 EA.	\$1,900.00	\$66,500.00	7	\$13,300.00	42	\$79,800.00
11126 (LB#6)	120-C	FIRE HYDRANT WITH VALVE, GREATER THAN 5' BURY	5 EA.	\$2,000.00	\$10,000.00	(3)	(\$6,000.00)	2	\$4,000.00
11126 (LB#6)	130-A	CONNECT TO EXISTING FITTING OR STUB	12 EA.	\$2,750.00	\$33,000.00	(5)	(\$1,375.00)	7	\$1,925.00
11126 (LB#6)	130-B	LOCATE AND DISCONNECT EXISTING WATER MAIN	14 EA.	\$575.00	\$8,050.00	(4)	(\$2,800.00)	10	\$5,750.00
11126 (LB#6)	130-C	6" X 8" TAPPING SLEEVE WITH VALVE	1 EA.	\$2,000.00	\$2,000.00	0		1	\$2,000.00
11126 (LB#6)	130-D	8" X 8" TAPPING SLEEVE WITH VALVE	13 EA.	\$2,400.00	\$31,200.00	2	\$4,800.00	15	\$36,000.00
11126 (LB#6)	130-E	REMOVE EXISTING FIRE HYDRANT	23 EA.	\$200.00	\$4,600.00	1	\$200.00	24	\$4,800.00
11126 (LB#6)	130-F	REMOVE EXISTING VALVE	35 EA.	\$120.00	\$4,200.00	14	\$1,680.00	49	\$5,880.00
11126 (LB#6)	140-A	3/4" SINGLE WATER SERVICE ASSEMBLY	379 EA.	\$250.00	\$94,750.00	6	\$1,500.00	385	\$96,250.00
11126 (LB#6)	140-B	1" SINGLE WATER SERVICE ASSEMBLY	5 EA.	\$500.00	\$2,500.00	(2)	(\$1,000.00)	3	\$1,500.00
11126 (LB#6)	140-C	1-1/2" SINGLE WATER SERVICE ASSEMBLY	5 EA.	\$550.00	\$2,750.00	(5)	(\$2,750.00)	0	\$0.00
11126 (LB#6)	140-D	2" SINGLE WATER SERVICE ASSEMBLY	2 EA.	\$600.00	\$1,200.00	0		2	\$1,200.00
11126 (LB#6)	140-E	LOCATE AND CONNECT TO EXISTING WATER SERVICE	379 EA.	\$150.00	\$56,850.00	(230)	(\$34,500.00)	149	\$22,350.00
11126 (LB#6)	200-A	8" SEWER PIPE, 0/6" CUT	13,818 L.F.	\$15.75	\$217,633.50	(204)	(\$3,213.00)	13,614	\$214,420.50
11126 (LB#6)	200-B	8" SEWER PIPE, 6/8" CUT	1,126 L.F.	\$20.00	\$22,520.00	1274	\$25,480.00	2,100	\$48,000.00
11126 (LB#6)	200-C	8" SEWER PIPE, 8/10" CUT	122 L.F.	\$30.00	\$3,660.00	(122)	(\$3,660.00)	0	\$0.00
11126 (LB#6)	200-D	8" DUCTILE IRON SEWER PIPE	22 L.F.	\$150.00	\$3,300.00	(2)	(\$800.00)	20	\$5,000.00
11126 (LB#6)	200-E	SINGLE 6" SEWER SERVICE ASSEMBLY	382 EA.	\$265.00	\$101,230.00	(81)	(\$21,465.00)	301	\$79,765.00
11126 (LB#6)	200-F	LOCATE AND CONNECT TO EXISTING SEWER SERVICE	47 EA.	\$90.00	\$4,230.00	(226)	(\$20,340.00)	156	\$14,040.00
11126 (LB#6)	220-A	4" MANHOLE, 0/6" CUT	4 EA.	\$1,175.00	\$4,700.00	(7)	(\$8,225.00)	40	\$47,000.00
11126 (LB#6)	220-B	4" MANHOLE, 6/8" CUT	1 EA.	\$1,600.00	\$1,600.00	2	\$3,200.00	6	\$9,600.00
11126 (LB#6)	220-C	4" MANHOLE, 8/10" CUT	1 EA.	\$3,200.00	\$3,200.00	(1)	(\$3,200.00)	0	\$0.00
11126 (LB#6)	221-A	CONNECT TO EXIST MANHOLE	6 EA.	\$950.00	\$5,700.00	3	\$2,850.00	9	\$8,550.00
11126 (LB#6)	550-A	ABANDON MANHOLE	29 EA.	\$500.00	\$14,500.00	(6)	(\$3,000.00)	23	\$11,500.00
11126 (LB#6)	550-B	SALVAGE OF FIRE HYDRANTS	1 L.S.	(\$600.00)	(\$600.00)	0		1	(\$600.00)
11126 (LB#6)	550-C	SALVAGE OF VALVES	1 L.S.	(\$600.00)	(\$600.00)	0		1	(\$600.00)
11126 (LB#6)	550-D	SALVAGE OF FITTINGS	1 L.S.	(\$600.00)	(\$600.00)	0		1	(\$600.00)
11126 (LB#6)	550-E	SALVAGE OF CASTINGS	1 L.S.	(\$600.00)	(\$600.00)	0		1	(\$600.00)
11126 (LB#6)	550-F	SALVAGE OF MISCELLANEOUS ITEMS	1 L.S.	(\$600.00)	(\$600.00)	0		1	(\$600.00)
11126 (LB#6)	CO1-1	CLEAN EXISTING 8" SEWER MAIN	4,625 L.F.	\$2.50	\$11,562.50	0		4,625	\$11,562.50
11126 (LB#6)	CO1-2	CLEAN EXISTING SEWER MANHOLE	15 EA.	\$475.00	\$7,125.00	0		15	\$7,125.00
11126 (LB#6)	CO2-1	12" WATER MAIN, PVC OR DUCTILE IRON	48 L.F.	\$45.50	\$2,184.00	21	\$955.50	69	\$3,139.50
11126 (LB#6)	CO3-1	REMOVE/REPLACE EXIST. SEWER SERVICE	46 EA.	\$1,959.19	\$89,202.74	41	\$79,506.79	87	\$168,709.53
11126 (LB#6)	CO3-2	PVC SEWER MAIN POINT REPAIR	12 EA.	\$3,977.22	\$47,726.64	16	\$65,635.52	28	\$111,562.16
TOTAL PW 11126 (LB#6)					\$1,445,604.88		\$73,718.31		\$1,519,323.19

EJCDC No. C-441 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
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Minutes of December 20, 2011  
 Mayor and Board of Aldermen

P.W. #	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
11160 (LBC6)	300-A	REPLACE DRAINAGE CASTING	131EA.	\$575.00	\$77,475.00	(12)	(\$6,900.00)	1	\$575.00
11160 (LBC6)	300-B	REPLACE DRAINAGE CASTING AND FRAME	75EA.	\$800.00	\$60,000.00	17	\$13,600.00	92	\$73,600.00
11160 (LBC6)	300-C	REPAIR TOP OF DRAINAGE STRUCTURE	40EA.	\$1,000.00	\$40,000.00	(6)	(\$6,000.00)	34	\$34,000.00
11160 (LBC6)	300-D	NEW CATCH BASIN	40EA.	\$2,000.00	\$80,000.00	7	\$14,000.00	47	\$94,000.00
11160 (LBC6)	300-E	NEW JUNCTION BOX	7EA.	\$2,200.00	\$15,400.00	(1)	(\$2,200.00)	6	\$13,200.00
11160 (LBC6)	300-F	NEW CURB INLET	25EA.	\$2,900.00	\$72,500.00	(3)	(\$8,700.00)	22	\$63,800.00
11160 (LBC6)	300-G	REPLACE 12" OR 18" CULVERT PIPE	2,028L.F.	\$30.00	\$60,840.00	(45)	(\$13,500.00)	1,578	\$47,340.00
11160 (LBC6)	300-H	REPLACE 18" CULVERT PIPE	519L.F.	\$38.00	\$19,722.00	(108)	(\$4,104.00)	411	\$15,618.00
11160 (LBC6)	300-I	REPLACE 24" CULVERT PIPE	1,307L.F.	\$40.00	\$52,280.00	(406)	(\$16,240.00)	901	\$36,040.00
11160 (LBC6)	300-J	REPLACE 30" CULVERT PIPE	682L.F.	\$50.00	\$34,100.00	(72)	(\$3,600.00)	610	\$30,500.00
11160 (LBC6)	500-A	PIPE BEDDING/FOUNDATION MATERIAL	5,000C.Y.	\$18.00	\$90,000.00	(500)	(\$9,000.00)	0	\$0.00
11160 (LBC6)	500-B	SELECT SANDY BACKFILL	5,000C.Y.	\$15.00	\$75,000.00	(602,267)	(\$9,034.01)	4,397,733	\$65,966.00
11160 (LBC6)	500-C	GEOTEXTILE FABRIC	8,000S.Y.	\$3.00	\$24,000.00	(325,40)	(\$976.20)	7,674.60	\$23,023.80
11160 (LBC6)	510-A	8" LIMESTONE ROAD BASE RESTORATION	38,345S.Y.	\$14.00	\$536,833.11	4841.54	\$67,781.68	43,186.77	\$604,614.74
11160 (LBC6)	510-B	3-1/2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (ST-25mm)	2,566S.Y.	\$18.15	\$46,572.90	(545.10)	(\$9,893.57)	2,020.90	\$36,679.34
11160 (LBC6)	510-C	2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (ST-12.5mm)	38,126S.Y.	\$9.70	\$369,824.36	804.78	\$7,806.34	38,931.00	\$377,630.70
11160 (LBC6)	510-D	CONCRETE SIDEWALK RESTORATION	3,564S.Y.	\$35.00	\$124,755.56	(626.34)	(\$18,422.06)	3,038.10	\$106,333.50
11160 (LBC6)	510-E	CONCRETE DRIVE RESTORATION	6,017S.Y.	\$39.00	\$234,660.83	(2,108.84)	(\$82,248.83)	3,908.00	\$152,412.00
11160 (LBC6)	510-F	CONCRETE CURB & GUTTER RESTORATION	19,084L.F.	\$18.50	\$349,054.00	1495	\$26,917.50	20,579	\$379,971.50
11160 (LBC6)	510-G	SAWCUT JOINT	6,312L.F.	\$2.50	\$15,780.00	(1811.5)	(\$4,528.75)	4,500.5	\$11,251.25
11160 (LBC6)	510-H	GRANULAR DRIVE RESTORATION	169S.Y.	\$14.00	\$2,366.00	236.3	\$3,308.20	405.30	\$5,674.20
11160 (LBC6)	510-I	RETAINING WALL RESTORATION	100L.F.	\$120.00	\$12,000.00	6	\$720.00	106	\$12,720.00
11160 (LBC6)	510-J	12" OR 15" RCP CULVERT RESTORATION	409L.F.	\$40.00	\$16,360.00	(14)	(\$490.00)	385	\$13,510.00
11160 (LBC6)	510-K	18" RCP CULVERT RESTORATION	75L.F.	\$43.00	\$3,225.00	98	\$4,214.00	173	\$7,439.00
11160 (LBC6)	510-L	24" RCP CULVERT RESTORATION	200L.F.	\$56.00	\$11,200.00	(11)	(\$616.00)	189	\$10,584.00
11160 (LBC6)	510-M	30" RCP CULVERT RESTORATION	86L.F.	\$65.00	\$5,590.00	(58)	(\$3,770.00)	28	\$1,820.00
11160 (LBC6)	510-N	11" X 17" RCAP CULVERT RESTORATION	200L.F.	\$42.00	\$8,400.00	(17)	(\$714.00)	183	\$7,686.00
11160 (LBC6)	510-O	VEGETATIVE COVER	3.9ACRE	\$2,400.00	\$9,360.00	1.62	\$3,888.00	5.52	\$13,248.00
11160 (LBC6)	510-S	SOLID SOIL	1,000S.Y.	\$4.75	\$4,750.00	(1000)	(\$4,750.00)	0	\$0.00
11160 (LBC6)	510-T	FENCE RESTORATION (ALL TYPES)	285L.F.	\$33.00	\$9,405.00	(135)	(\$4,455.00)	150	\$4,950.00
11160 (LBC6)	511-A	HOT BITUMINOUS PAVEMENT SURFACE COURSE (ST-12.5 mm)	5,360TON	\$82.50	\$442,200.00	(237.18)	(\$19,587.35)	5,122.82	\$422,612.65
11160 (LBC6)	511-B	HOT BITUMINOUS PAVEMENT LEVELING COURSE (ST-9.5 mm)	1,200TON	\$93.50	\$112,200.00	(545.78)	(\$51,030.43)	654.22	\$61,169.57
11160 (LBC6)	511-C	HOT BITUMINOUS PAVEMENT BASE COURSE (ST-25 mm)	300TON	\$100.00	\$30,000.00	(300)	(\$30,000.00)	0	\$0.00
11160 (LBC6)	511-D	HOT BITUMINOUS EDGE REPAIR	100TON	\$100.00	\$10,000.00	(100)	(\$10,000.00)	0	\$0.00
11160 (LBC6)	511-E	COLD MILLING (ALL DEPTHS)	2,500S.Y.	\$3.00	\$7,500.00	2623.50	\$8,687.50	5,123.50	\$15,907.50
11160 (LBC6)	511-F	SHOULDER MATERIAL	1,000C.Y.	\$20.00	\$20,000.00	(1000)	(\$20,000.00)	0	\$0.00
11160 (LBC6)	511-G	6" WIDE LINEAR PAINTED TRAFFIC STRIPE	6,623L.F.	\$2.00	\$13,246.00	(1259)	(\$2,518.00)	5,364	\$10,728.00
11160 (LBC6)	511-H	LEGEND TRAFFIC MARKINGS	126S.F.	\$6.00	\$756.00	0	\$756.00	126	\$756.00
11160 (LBC6)	530-A	MAINTENANCE OF TRAFFIC	1L.S.	\$60,000.00	\$60,000.00	0	\$60,000.00	1	\$60,000.00
11160 (LBC6)	540-A	STORMWATER MANAGEMENT	1L.S.	\$25,000.00	\$25,000.00	0	\$25,000.00	1	\$25,000.00
11160 (LBC6)	CO3-3	UNCLASSIFIED EXCAVATION (LVM)	900C.Y.	\$13.00	\$11,700.00	1005	\$13,065.00	1,905	\$24,765.00
11160 (LBC6)	CO3-4	REMOVE/DISPOSE 36" RCP	30L.F.	\$19.00	\$570.00	0	\$570.00	30	\$570.00
11160 (LBC6)	CO3-5	REMOVE/DISPOSE SWIMMING POOL (PITCHER POINT DRAINAGE)	1L.S.	\$8,151.83	\$8,151.83	0	\$8,151.83	1	\$8,151.83
11160 (LBC6)	CO3-6	36" RCP CULVERT RESTORATION	100L.F.	\$78.00	\$7,800.00	(100)	(\$7,800.00)	0	\$0.00
11160 (LBC6)	CO3-7	42" RCP CULVERT RESTORATION	100L.F.	\$103.00	\$10,300.00	(100)	(\$10,300.00)	0	\$0.00

EXCDD No. C-441 (2002 Edition)  
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Minutes of December 20, 2011  
Mayor and Board of Aldermen

PW #	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
11160 (LBCE)	C03-8	48" RCP CULVERT RESTORATION	1000 L.F.	\$138.00	\$138,000.00	(1000)	(\$13,800.00)	0	\$0.00
11160 (LBCE)	C03-9	12" or 15" HDPE CULVERT RESTORATION	400 L.F.	\$29.00	\$11,600.00	517	\$14,994.00	917	\$26,594.00
11160 (LBCE)	C03-10	18" HDPE CULVERT RESTORATION	200 L.F.	\$37.00	\$7,400.00	490	\$18,130.00	690	\$25,530.00
11160 (LBCE)	C03-11	24" HDPE CULVERT RESTORATION	100 L.F.	\$46.00	\$4,600.00	25	\$1,000.00	125	\$5,000.00
11160 (LBCE)	C03-12	30" HDPE CULVERT RESTORATION	100 L.F.	\$48.00	\$4,800.00	(100)	(\$4,900.00)	0	\$0.00
11160 (LBCE)	C03-13	36" HDPE CULVERT RESTORATION	100 L.F.	\$72.00	\$7,200.00	(100)	(\$7,300.00)	0	\$0.00
11160 (LBCE)	C03-14	42" HDPE CULVERT RESTORATION	100 L.F.	\$100.00	\$10,000.00	(100)	(\$10,000.00)	0	\$0.00
11160 (LBCE)	C03-15	48" HDPE CULVERT RESTORATION	300 L.F.	\$135.00	\$40,500.00	(280)	(\$37,800.00)	20	\$2,700.00
11160 (LBCE)	C04-1	REPAIR JUNCTION BOX NEAR ARBOR STATION	13 C.Y.	\$1,950.00	\$25,350.00	0.19	\$261.50	13.19	\$17,811.50
11160 (LBCE)	C04-2	REPAIR/REPLACE HEADWALL	2 EA.	\$3,500.00	\$7,000.00	(1)	(\$9,500.00)	1	\$3,500.00
11160 (LBCE)	C04-3	REPLACE 6" FRENCH DRAIN PIPE	400 L.F.	\$17.90	\$7,160.00	180	\$3,222.00	580	\$10,382.00
11161 (LBCE)	C07-1	ADDITIONAL MAINTENANCE OF TRAFFIC	1 L.S.	\$25,800.00	\$25,800.00	0		1	\$25,800.00
11162 (LBCE)	C07-2	ADDITIONAL STORMWATER MANAGEMENT	1 L.S.	\$10,750.00	\$10,750.00	0		1	\$10,750.00
TOTAL PW 11160 (LBCE)					\$3,239,937.59		(\$236,993.48)		\$3,002,944.12
TOTAL CHANGE ORDER AMOUNT					\$4,685,532.47		(\$163,275.17)		\$4,522,257.31

EJCDC No. C-814 (1002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Minutes of December 20, 2011  
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APPLICATION FOR PAYMENT NO. 26 Final

TO: City of Long Beach (OWNER)  
 Contract for: Katrina Infrastructure Repairs - Area 6 Dated: 10/6/2009  
 OWNER'S Project No.: \_\_\_\_\_ ENGINEER'S Project No.: 1770-6  
 For work accomplished through the date of: 9/27/2011  
 CURRENT CONTRACT AMOUNT: \$4,522,257.31

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$4,522,257.31
STORED MATERIALS					\$0.00
TOTAL					\$4,522,257.31
(Orig. Contract)	\$4,522,257.30				
C.O. No. 1	\$3,249,716.55				
C.O. No. 2	\$18,687.50				
C.O. No. 3	\$3,640.00				
C.O. No. 4	\$87,395.36				
C.O. No. 5	\$31,710.00				
C.O. No. 6	\$996,466.50				
C.O. No. 7	\$261,366.56				
C.O. No. 8	\$36,550.00				
	-\$163,275.17				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 4,522,257.31
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 4,522,257.31
_____	LESS PREVIOUS PAYMENTS	\$ 4,434,508.79
_____	AMOUNT DUE THIS APPLICATION	\$ 87,748.52

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 26 Final Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 12-13, 2011

J. Levens Builders

CONTRACTOR

By: \_\_\_\_\_

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: 12-14, 2011

A. GARNER RUSSELL & ASSOCIATES, INC.

ENGINEER

By: \_\_\_\_\_

Minutes of December 20, 2011  
Mayor and Board of Aldermen

PROJECT NO. 1770-6

26 Final

ATTACHMENT TO PAY ESTIMATE NO.

PW #	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
11126 (LBF6)	100-A	8" WATER MAIN, PVC OR DUCTILE IRON	21,719 L.F.	\$14.00	\$304,066.00	21,719	\$0.00	0	\$0.00	21,719	\$304,066.00
11126 (LBF6)	100-B	8" WATER MAIN, DUCTILE IRON	736 L.F.	\$45.00	\$33,120.00	736	\$0.00	0	\$0.00	736	\$33,120.00
11126 (LBF6)	100-C	DUCTILE IRON FITTINGS	14,642	\$4,900.00	\$65,889.00	14,642	\$0.00	0	\$0.00	14,642	\$65,889.00
11126 (LBF6)	100-D	REMOVAL OF WATER MAIN	20,658 L.F.	\$2.50	\$51,645.00	20,658	\$0.00	0	\$0.00	20,658	\$51,645.00
11126 (LBF6)	100-E	DISPOSAL OF ASBESTOS-CEMENT WATER MAIN	9,787 L.F.	\$2.00	\$19,574.00	9,787	\$0.00	0	\$0.00	9,787	\$19,574.00
11126 (LBF6)	110-A	8" GATE VALVE WITH BOX	26 EA.	\$1,050.00	\$27,300.00	26	\$0.00	0	\$0.00	26	\$27,300.00
11126 (LBF6)	110-B	12" GATE VALVE WITH BOX	1 EA.	\$1,700.00	\$1,700.00	1	\$0.00	0	\$0.00	1	\$1,700.00
11126 (LBF6)	120-A	FIRE HYDRANT WITH VALVE, LESS THAN 3' BURY	42 EA.	\$1,900.00	\$79,800.00	42	\$0.00	0	\$0.00	42	\$79,800.00
11126 (LBF6)	120-B	FIRE HYDRANT WITH VALVE, GREATER THAN 3' BURY	2 EA.	\$2,000.00	\$4,000.00	2	\$0.00	0	\$0.00	2	\$4,000.00
11126 (LBF6)	130-A	CONNECT TO EXISTING FITTING OR STUB	7 EA.	\$1,925.00	\$13,475.00	7	\$0.00	0	\$0.00	7	\$13,475.00
11126 (LBF6)	130-B	LOCATE AND DISCONNECT EXISTING WATER MAIN	10 EA.	\$5,750.00	\$57,500.00	10	\$0.00	0	\$0.00	10	\$57,500.00
11126 (LBF6)	130-C	6" X 6" TAPPING SLEEVE WITH VALVE	1 EA.	\$2,000.00	\$2,000.00	1	\$0.00	0	\$0.00	1	\$2,000.00
11126 (LBF6)	130-D	8" X 8" TAPPING SLEEVE WITH VALVE	15 EA.	\$2,400.00	\$36,000.00	15	\$0.00	0	\$0.00	15	\$36,000.00
11126 (LBF6)	130-E	REMOVE EXISTING FIRE HYDRANT	24 EA.	\$2,000.00	\$48,000.00	24	\$0.00	0	\$0.00	24	\$48,000.00
11126 (LBF6)	130-F	REMOVE EXISTING VALVE	49 EA.	\$1,200.00	\$58,800.00	49	\$0.00	0	\$0.00	49	\$58,800.00
11126 (LBF6)	140-A	3/4" SINGLE WATER SERVICE ASSEMBLY	385 EA.	\$250.00	\$96,250.00	385	\$0.00	0	\$0.00	385	\$96,250.00
11126 (LBF6)	140-B	1" SINGLE WATER SERVICE ASSEMBLY	3 EA.	\$500.00	\$1,500.00	3	\$0.00	0	\$0.00	3	\$1,500.00
11126 (LBF6)	140-C	1-1/2" SINGLE WATER SERVICE ASSEMBLY	0 EA.	\$500.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11126 (LBF6)	140-D	2" SINGLE WATER SERVICE ASSEMBLY	2 EA.	\$600.00	\$1,200.00	2	\$0.00	0	\$0.00	2	\$1,200.00
11126 (LBF6)	140-E	LOCATE AND CONNECT TO EXISTING WATER SERVICE	149 EA.	\$150.00	\$22,350.00	149	\$0.00	0	\$0.00	149	\$22,350.00
11126 (LBF6)	200-A	8" SEWER PIPE, 0/6' CUT	13,614 L.F.	\$15.75	\$214,420.50	13,614	\$0.00	0	\$0.00	13,614	\$214,420.50
11126 (LBF6)	200-B	8" SEWER PIPE, 6/8' CUT	2,400 L.F.	\$20.00	\$48,000.00	2,400	\$0.00	0	\$0.00	2,400	\$48,000.00
11126 (LBF6)	200-C	8" SEWER PIPE, 8/10' CUT	0 L.F.	\$30.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11126 (LBF6)	200-D	8" DUCTILE IRON SEWER PIPE	20 L.F.	\$150.00	\$3,000.00	20	\$0.00	0	\$0.00	20	\$3,000.00
11126 (LBF6)	200-E	SINGLE 6" SEWER SERVICE ASSEMBLY	301 EA.	\$265.00	\$79,765.00	301	\$0.00	0	\$0.00	301	\$79,765.00
11126 (LBF6)	200-F	LOCATE AND CONNECT TO EXISTING SEWER SERVICE	156 EA.	\$90.00	\$14,040.00	156	\$0.00	0	\$0.00	156	\$14,040.00
11126 (LBF6)	220-A	4" MANHOLE, 0/6' CUT	40 EA.	\$1,175.00	\$47,000.00	40	\$0.00	0	\$0.00	40	\$47,000.00
11126 (LBF6)	220-B	4" MANHOLE, 6/8' CUT	6 EA.	\$1,600.00	\$9,600.00	6	\$0.00	0	\$0.00	6	\$9,600.00
11126 (LBF6)	220-C	4" MANHOLE, 8/10' CUT	0 EA.	\$3,200.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11126 (LBF6)	220-D	CONNECT TO EXIST MANHOLE	9 EA.	\$950.00	\$8,550.00	9	\$0.00	0	\$0.00	9	\$8,550.00
11126 (LBF6)	221-A	ABANDON MANHOLE	23 EA.	\$500.00	\$11,500.00	23	\$0.00	0	\$0.00	23	\$11,500.00
11126 (LBF6)	550-A	SALVAGE OF FIRE HYDRANTS	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	550-B	SALVAGE OF VALVES	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	550-C	SALVAGE OF FITTINGS	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	550-D	SALVAGE OF PIPE	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	550-E	SALVAGE OF CASTINGS	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	550-F	SALVAGE OF MISCELLANEOUS ITEMS	1 L.S.	(\$600.00)	(\$600.00)	100%	\$0.00	0%	\$0.00	100%	(\$600.00)
11126 (LBF6)	C01-1	CLEAN EXISTING 8" SEWER MAIN	4625 L.F.	\$2.50	\$11,562.50	4625	\$0.00	0	\$0.00	4625	\$11,562.50
11126 (LBF6)	C01-2	CLEAN EXISTING SEWER MANHOLE	69 EA.	\$45.50	\$3,139.50	69	\$0.00	0	\$0.00	69	\$3,139.50
11126 (LBF6)	C03-1	REMOVE/REPLACE EXIST. SEWER SERVICE	87 EA.	\$1,939.19	\$168,709.53	87	\$0.00	0	\$0.00	87	\$168,709.53
11126 (LBF6)	C03-2	PVC SEWER MAIN POINT REPAIR	28 EA.	\$3,977.22	\$111,962.16	28	(\$3,977.22)	-1	(\$3,977.22)	28	\$111,962.16
TOTAL PW 11126 (LBF6)					\$1,519,323.19		(\$3,977.22)				\$1,519,323.19
11160 (LBC6)	300-A	REPLACE DRAINAGE CASTING	1 EA.	\$575.00	\$575.00	1	\$0.00	0	\$0.00	1	\$575.00

Minutes of December 20, 2011  
Mayor and Board of Aldermen

PROJECT NO. 1770-6

26 Final

ATTACHMENT TO PAY ESTIMATE NO.

PN#	NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
11160 (LBCE)	300-B	REPLACE DRAINAGE CASTING AND FRAME	92 EA.	\$800.00	\$73,600.00	92	\$73,600.00	0	\$0.00	92	\$73,600.00
11160 (LBCE)	300-C	REPAIR TOP OF DRAINAGE STRUCTURE	34 EA.	\$1,000.00	\$34,000.00	34	\$34,000.00	0	\$0.00	34	\$34,000.00
11160 (LBCE)	300-D	NEW CATCH BASIN	47 EA.	\$2,000.00	\$94,000.00	47	\$94,000.00	0	\$0.00	47	\$94,000.00
11160 (LBCE)	300-E	NEW JUNCTION BOX	6 EA.	\$2,200.00	\$13,200.00	6	\$13,200.00	0	\$0.00	6	\$13,200.00
11160 (LBCE)	300-F	NEW CURB INLET	22 EA.	\$2,900.00	\$63,800.00	22	\$63,800.00	0	\$0.00	22	\$63,800.00
11160 (LBCE)	300-G	REPLACE 12" OR 15" CULVERT PIPE	1578 L.F.	\$30.00	\$47,340.00	1578	\$47,340.00	0	\$0.00	1578	\$47,340.00
11160 (LBCE)	300-H	REPLACE 18" CULVERT PIPE	411 L.F.	\$38.00	\$15,618.00	411	\$15,618.00	0	\$0.00	411	\$15,618.00
11160 (LBCE)	300-I	REPLACE 24" CULVERT PIPE	901 L.F.	\$40.00	\$36,040.00	901	\$36,040.00	0	\$0.00	901	\$36,040.00
11160 (LBCE)	300-J	REPLACE 30" CULVERT PIPE	630 L.F.	\$50.00	\$31,500.00	630	\$31,500.00	0	\$0.00	630	\$31,500.00
11160 (LBCE)	500-A	PIPE BEDDING/FOUNDATION MATERIAL	0 C.Y.	\$18.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBCE)	500-B	SELECT SANDY BACKFILL	4,398 C.Y.	\$15.00	\$65,966.00	4397.733	\$65,966.00	0	\$0.00	4397.733	\$65,966.00
11160 (LBCE)	500-C	GEOTEXTILE FABRIC	7,675 S.Y.	\$3.00	\$23,023.80	7674.6	\$23,023.80	0	\$0.00	7674.6	\$23,023.80
11160 (LBCE)	510-A	8" LIMESTONE ROAD BASE RESTORATION	43,187 S.Y.	\$14.00	\$604,614.74	43186.8	\$604,614.74	0.0	\$0.00	43186.8	\$604,614.74
11160 (LBCE)	510-B	3-1/2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (ST-25mm)	2,021 S.Y.	\$18.15	\$36,679.34	2020.9	\$36,679.34	0	\$0.00	2020.9	\$36,679.34
11160 (LBCE)	510-C	2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (ST-12.5mm)	38,991 S.Y.	\$9.70	\$377,690.70	38991	\$377,690.70	0	\$0.00	38991	\$377,690.70
11160 (LBCE)	510-D	CONCRETE SIDEWALK RESTORATION	3,038 S.Y.	\$35.00	\$106,333.50	3038.1	\$106,333.50	0.00	\$0.00	3038.1	\$106,333.50
11160 (LBCE)	510-E	CONCRETE DRIVE RESTORATION	3,908 S.Y.	\$39.00	\$152,412.00	3908	\$152,412.00	0.00	\$0.00	3908	\$152,412.00
11160 (LBCE)	510-F	CONCRETE CURB & GUTTER RESTORATION	20,539 L.F.	\$18.50	\$379,971.50	20539	\$379,971.50	0	\$0.00	20539	\$379,971.50
11160 (LBCE)	510-G	SAWCUT JOINT	4,501 L.F.	\$2.50	\$11,251.25	4500.5	\$11,251.25	0	\$0.00	4500.5	\$11,251.25
11160 (LBCE)	510-H	GRANULAR DRIVE RESTORATION	405 S.Y.	\$14.00	\$5,674.20	405.3	\$5,674.20	0	\$0.00	405.3	\$5,674.20
11160 (LBCE)	510-I	RETAINING WALL RESTORATION	106 L.F.	\$120.00	\$12,720.00	106	\$12,720.00	0	\$0.00	106	\$12,720.00
11160 (LBCE)	510-J	12" OR 15" RCP CULVERT RESTORATION	386 L.F.	\$43.00	\$16,598.00	386	\$16,598.00	0	\$0.00	386	\$16,598.00
11160 (LBCE)	510-K	18" RCP CULVERT RESTORATION	173 L.F.	\$53.00	\$9,169.00	173	\$9,169.00	0	\$0.00	173	\$9,169.00
11160 (LBCE)	510-L	24" RCP CULVERT RESTORATION	189 L.F.	\$56.00	\$10,584.00	189	\$10,584.00	0	\$0.00	189	\$10,584.00
11160 (LBCE)	510-M	30" RCP CULVERT RESTORATION	28.0 L.F.	\$65.00	\$1,820.00	28	\$1,820.00	0	\$0.00	28	\$1,820.00
11160 (LBCE)	510-N	11" X 17" RCP CULVERT RESTORATION	183 L.F.	\$42.00	\$7,686.00	183	\$7,686.00	0	\$0.00	183	\$7,686.00
11160 (LBCE)	510-O	VEGETATIVE COVER	5.52 ACRE	\$2,400.00	\$13,248.00	5.52	\$13,248.00	0	\$0.00	5.52	\$13,248.00
11160 (LBCE)	510-S	SOLID SOD	0 S.Y.	\$4.75	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBCE)	510-T	FENCE RESTORATION (ALL TYPES)	150 L.F.	\$33.00	\$4,950.00	150	\$4,950.00	0	\$0.00	150	\$4,950.00
11160 (LBCE)	511-A	HOT BITUMINOUS PAVEMENT SURFACE COURSE (ST-12.5 mm)	5,123 TON	\$82.50	\$422,632.65	5122.82	\$422,632.65	0	\$0.00	5122.82	\$422,632.65
11160 (LBCE)	511-B	HOT BITUMINOUS PAVEMENT LEVELING COURSE (ST-9.5 mm)	654 TON	\$93.50	\$61,169.57	654.22	\$61,169.57	0	\$0.00	654.22	\$61,169.57
11160 (LBCE)	511-C	HOT BITUMINOUS PAVEMENT BASE COURSE (ST-25 mm)	0 TON	\$100.00	\$0.00	0	\$0.00	0.00	\$0.00	0	\$0.00
11160 (LBCE)	511-D	HOT BITUMINOUS EDGE REPAIR	0 TON	\$100.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBCE)	511-E	COLD MILLING (ALL DEPTHS)	5,124 S.Y.	\$3.30	\$16,907.55	5123.5	\$16,907.55	0	\$0.00	5123.5	\$16,907.55
11160 (LBCE)	511-F	SHOULDER MATERIAL	0 C.Y.	\$20.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBCE)	511-G	6" WIDE LINEAR PAINTED TRAFFIC STRIPE	5364 L.F.	\$2.00	\$10,728.00	5364	\$10,728.00	0	\$0.00	5364	\$10,728.00
11160 (LBCE)	511-H	LEGEND TRAFFIC MARKINGS	126 L.F.	\$6.00	\$7,560.00	126	\$7,560.00	0	\$0.00	126	\$7,560.00
11160 (LBCE)	530-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$60,000.00	\$60,000.00	100%	\$60,000.00	0%	\$0.00	100%	\$60,000.00
11160 (LBCE)	540-A	STORMWATER MANAGEMENT	1 L.S.	\$25,000.00	\$25,000.00	100%	\$25,000.00	0%	\$0.00	100%	\$25,000.00
11160 (LBCE)	C03-3	UNCLASSIFIED EXCAVATION (LVM)	1905 C.Y.	\$13.00	\$24,765.00	1888	\$24,765.00	17	\$221.00	1905	\$24,765.00
11160 (LBCE)	C03-4	REMOVE/DISPOSE 36" RCP	30 L.F.	\$19.00	\$570.00	30	\$570.00	0	\$0.00	30	\$570.00

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Mayor and Board of Aldermen

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26 Final

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11160 (LBC6)	C03-5	REMOVE/DISPOSE SWIMMING POOL (PITCHER POINT DRAINAGE)	1 L.S.	\$8,151.83	\$8,151.83	1	\$8,151.83	0	\$0.00	1	\$8,151.83
11160 (LBC6)	C03-6	36" RCP CULVERT RESTORATION	0 L.F.	\$72.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-7	42" RCP CULVERT RESTORATION	0 L.F.	\$108.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-8	48" RCP CULVERT RESTORATION	0 L.F.	\$138.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-9	12" or 15" HDPE CULVERT RESTORATION	917 L.F.	\$26.593	\$26,593.00	917	\$26,593.00	0	\$0.00	917	\$26,593.00
11160 (LBC6)	C03-10	18" HDPE CULVERT RESTORATION	690 L.F.	\$37.00	\$25,530.00	670	\$24,790.00	20	\$740.00	690	\$25,530.00
11160 (LBC6)	C03-11	24" HDPE CULVERT RESTORATION	125 L.F.	\$40.00	\$5,000.00	85	\$3,400.00	40	\$1,600.00	125	\$5,000.00
11160 (LBC6)	C03-12	30" HDPE CULVERT RESTORATION	0 L.F.	\$48.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-13	36" HDPE CULVERT RESTORATION	0 L.F.	\$72.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-14	42" HDPE CULVERT RESTORATION	0 L.F.	\$108.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
11160 (LBC6)	C03-15	48" HDPE CULVERT RESTORATION	20 L.F.	\$135.00	\$2,700.00	20	\$2,700.00	0	\$0.00	20	\$2,700.00
11160 (LBC6)	C04-1	REPAIR JUNCTION BOX NEAR ARBOR STATION	13.19 C.Y.	\$1,850.00	\$17,811.50	13	\$17,811.50	0.000	\$0.00	13.194	\$17,811.50
11160 (LBC6)	C04-2	REPAIR/REPLACE HEADWALL	1 EA.	\$3,500.00	\$3,500.00	1	\$3,500.00	0	\$0.00	1	\$3,500.00
11160 (LBC6)	C04-3	REPLACE 6" FRENCH DRAIN PIPE	580 L.F.	\$17.90	\$10,382.00	580	\$10,382.00	0	\$0.00	580	\$10,382.00
11160 (LBC6)	C07-1	ADDITIONAL MAINTENANCE OF TRAFFIC	1 L.S.	\$25,800.00	\$25,800.00	88%	\$22,704.00	12%	\$3,096.00	100%	\$25,800.00
11160 (LBC6)	C07-2	ADDITIONAL STORMWATER MANAGEMENT	1 L.S.	\$10,750.00	\$10,750.00	88%	\$9,460.00	12%	\$1,290.00	100%	\$10,750.00
TOTAL PW 11160 (LBC6)					\$3,002,934.12		\$2,995,987.12		\$6,947.00		\$3,002,934.12
TOTAL WORK COMPLETED					\$4,519,287.53		\$4,519,287.53		\$2,969.78		\$4,522,257.31

Minutes of December 20, 2011  
Mayor and Board of Aldermen

CONSENT OF	OWNER	<input type="checkbox"/>
SURETY COMPANY	ARCHITECT	<input type="checkbox"/>
TO FINAL PAYMENT	CONTRACTOR	<input type="checkbox"/>
	SURETY	<input checked="" type="checkbox"/>
DOCUMENT G707	OTHER	<input type="checkbox"/>

PROJECT: Long Beach Area 6 - Katrina Infrastructure Repairs  
(name, address) 2303996

TO (Owner)  
City of Long Beach  
PO BOX 929  
Long Beach, MS 39560

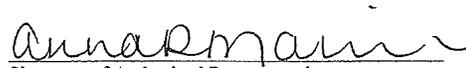
Architect's Project No.:  
Contract For: Long Beach Area 6  
Contract Date:

Contractor: J. Levens Builders

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Insurance Company of the West - 11455 El Camino Real, San Diego, CA 92130, SURETY COMPANY, on bond of J. Levens Builders - 5098 A Avenue, Suite A, Long Beach, MS 39560, 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 City of Long Beach - PO 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 18th day of November, 2011.

Insurance Company of the West  
Surety Company

  
Signature of Authorized Representative

Attest:  
(Seal)



Anna Marrinier, 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® One Page  
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# Minutes of December 20, 2011 Mayor and Board of Aldermen

No. 0000001

ICW GROUP  
Power of Attorney  
Insurance Company of the West

Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

MARY COBB, NANCY RUBY, KIM GRANFORS, ANNA MARRINIER

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by duly authorized officers this 9th day of September, 2010.



INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

Susan Karlan, Vice President

Mary E. Cannon, Secretary  
} ss.

State of California  
County of San Diego

On November 9, 2011, before me, Susan Redd, Notary Public, personally appeared Susan L. Karlan and Mary E. Cannon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

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

Witness my hand and official seal.



Susan Redd, Notary Public

### RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

**\*RESOLVED:** That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

**RESOLVED FURTHER:** That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

### CERTIFICATE

I, the undersigned, Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 18<sup>th</sup> day of November, 2011.

Mary E. Cannon, Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11435 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

Minutes of December 20, 2011  
Mayor and Board of Aldermen

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

TO: (Owner) \_\_\_\_\_  
City of Long Beach \_\_\_\_\_ ENGINEER'S PROJECT NO. 1770-VI \_\_\_\_\_  
P.O. Box 929 \_\_\_\_\_ CONTRACT FOR: Entire Project \_\_\_\_\_  
Long Beach, MS 39560 \_\_\_\_\_ CONTRACT DATE: 10/6/2009 \_\_\_\_\_

PROJECT: Katrina Water & Sewer Replacement  
Phase Six

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 indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or 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.)

None

CONTRACTOR: J. Levens Builders, Inc.  
(Address) P.O. Box 779  
Long Beach, MS 39560

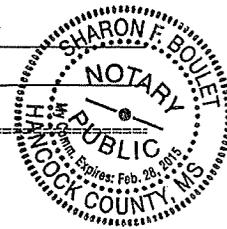
BY: [Signature]

Subscribed and sworn to before me this 18<sup>th</sup> day of November, 2011.

Notary Public:  
My Commission Expires:

Sharon J. Boulet  
2/28/15

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Minutes of December 20, 2011  
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CERTIFICATE OF SUBSTANTIAL COMPLETION

---

PROJECT City of Long Beach  
Katrina Water & Sewer Replacement Phase VI

DATE OF ISSUANCE November 18, 2011

---

OWNER City of Long Beach

OWNER'S Contract No. \_\_\_\_\_

CONTRACTOR J. Levens Builders, Inc. ENGINEER A. Garner Russell & Associates, Inc.

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach  
OWNER

And To J. Levens Builders, Inc.  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

September 27, 2011  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJDC No. 1910-8-D (1990 Edition )  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

Minutes of December 20, 2011  
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From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: Complete Attachment "A"

The following documents are attached to and made a part of this Certificate:

Punchlist

*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 11.21, 2011

A. Garner Russell & Associates, Inc.

ENGINEER

By: [Signature]  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on November 18th 2011

J. Levens Builders, Inc.

CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_

City of Long Beach

OWNER

By: [Signature]  
(Authorized Signature)

Minutes of December 20, 2011  
Mayor and Board of Aldermen

City of Long Beach  
Katrina Infrastructure Repairs – Area 6

Final Punch list – 11/14/2011

General

- Cut off water service below grade in west ditch on White Harbor
- Install cast iron lid and concrete ring on clean out at west end of Pitcher Point.
- Repair leak at fire hydrant near Treasure and Pirate.
- Remove and replace railroad detail stripe.
- Cover remainder of "old" yellow striping on 2<sup>nd</sup> Street.
- Remove stray manhole casting from Marcie Dr.
- Clean out storm drain box 235A on Buena Vista.
- Install meter box near inline valve on Buena Vista.
- Install riser on fire hydrant valve on Buena Vista.
- Install 2-24" HDPE storm drains along evacuation road near Sea Oaks.
- Install 1- 15" HDPE storm drain along evacuation road near Sea Oaks.

\*\*\*\*\*

Based upon the recommendation of Police Chief Wayne McDowell, Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to approve Police Department personnel matters, as follows:

- Payment of Comp Time, Sergeant Ken Lassabe, in the amount of \$2,179.70.

\*

\*

**Minutes of December 20, 2011  
Mayor and Board of Aldermen**

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Anderson made motion seconded by Alderman Carrubba and unanimously carried to accept the resignation of Assistant Police Chief Donald Bass, effective January 6, 2012, with deepest regret.

\*\*\*\*\*

Discussion of Senior Citizens Center holiday closings and vacation time was taken under advisement until the next regular meeting, January 3, 2012.

\*\*\*\*\*

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to declare surplus property, Water and Sewer Utility Billing Department, as follows:

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**Comptroller's Office**

# Memo

**To:** Mayor Skellie  
Board of Aldermen  
**From:** Kini Gonsoulin, Comptroller  
**Date:** 12/14/2011  
**Re:** Surplus Asset

---

I would like to request that the bursting machine (serial # 8387) in the Utility Billing department be declared surplus. We will no longer need this machine with our conversion to paper bills.

Once the machine is declared surplus, I plan to call the County to see if they would have need for it. They are the only entity that I am aware of that still uses postcard bills. If the County is not interested, I would suggest that it be sold for scrap. The funds generated would be placed into the Water/Sewer fund.

If you have any questions or suggestions, please don't hesitate to call. Thank you.

\*\*\*\*\*

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried acknowledging receipt of the November, 2011, Revenue/Expense Report and requesting a comparison to last fiscal year with the next revenue/expense report.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve the Supplemental Agreement for C Spire Wireless, as follows:

**GOVERNING AUTHORITY  
SUPPLEMENT TO  
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT  
BETWEEN  
CELLULAR SOUTH, INC.  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157, the provider of C Spire Wireless service (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of City of Long Beach having its principal place of business at 201 Jeff Davis Avenue, Long Beach, MS 39560 (hereinafter referred to as "Governing Authority").

**WHEREAS**, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

**WHEREAS**, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

**WHEREAS**, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

**WHEREAS**, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for

00716132

Page 1 of 4

Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

**Minutes of December 20, 2011  
Mayor and Board of Aldermen**

existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will terminate. Contractor will cease providing Governing Authority with Services and Products unless the parties agree to and execute a new agreement for the provision of Services and Products.

2) Governing Authority acknowledges and agrees that Governing Authority has been provided a special rate on the purchase of wireless Products and Services under this Supplement. Therefore, Governing Authority agrees that failure to maintain Service with Contractor for the Supplement Term shall result in an Early Termination Charge in addition to any other contractual damages caused by such termination. There are two (2) types of Early Termination Charges: (a) one for terminating data Services prior to the end of the Supplement Term; and (b) one for deactivating a wireless device/Product or Services prior to the end of the Supplement Term. Each Early Termination Charge is equal to One Hundred and Eighty Dollars (\$180.00). By way of example only, if Governing Authority purchases a wireless device with data Services (i.e. a Blackberry), then both Early Termination Charges apply and the maximum total Early Termination Charge is Three Hundred and Sixty Dollars (\$360.00) for that device/data Service. If Governing Authority purchases a wireless device with voice Services but no data Services, then the maximum total Early Termination Charge is One Hundred and Eighty Dollars (\$180.00). The Early Termination Charge allows Contractor to recover a portion of the losses it incurs by providing Governing Authority with a special discounted rate on the Products and Services. There shall be no Early Termination Charge in the event Customer terminates Service within thirty (30) days of executing this Supplement or activation of a new wireless device. The Early Termination Charge will be prorated over a period of twenty-four (24) months from the date of activation of the wireless Product and/or data Service. For example, if an employee of Governing Authority activates a new wireless Product along with data Service on January 1 and then terminates both use of the Product and the Service after eighteen (18) months, then the Early Termination Charge would be \$360 multiplied by a fraction with the numerator being the number of months remaining in the twenty-four (24) month term, six (6), and the denominator being the term of twenty-four (24) months, to yield an Early Termination Charge of Ninety Dollars (\$90).

3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Contractor's website for the State of Mississippi at <http://www.cspire.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 359-1395.

00716132

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Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

Minutes of December 20, 2011  
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- 4) Any correspondence between the parties required under this Supplement shall be addressed as follows:

If to Contractor:

Name: Cellular South, Inc. dba C Spire Wireless  
Address: 1018 Highland Colony Parkway  
Suite 520  
Ridgeland, MS 39157  
Attn: Janice Fitzgerald

If to Governing Authority:

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

If to ITS:

Name: Paula Conn  
Address: 3771 Eastwood Drive  
Jackson, MS 39211-6381  
Attn: Paula Conn

- 5) All other provisions in the Master Agreement shall remain unchanged and in full force and effect.

Minutes of December 20, 2011  
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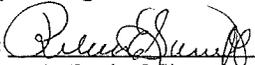
IN WITNESS WHEREOF, the parties have caused this Supplement to be executed by their authorized undersigned representatives.

Governing Authority:

Contractor:

City of Long Beach

Cellular South, Inc. dba C Spire Wireless

By:   
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Rebecca Schruff

Printed Name: Sherry Stegall

Title: City Clerk

Title: Senior Vice President

Date: 12/20/11

Date: \_\_\_\_\_

Supplement Term Dates:  
October 19, 2011 – October 18, 2013



**State of MS Wireless Contract #3489**

**Rates**

*Voice/Voice & Data*

**Flat Rate (voice): \$10.00 Per Month**

- 125 Nationwide Minutes
- (Overage @ \$0.07 Per Minute)

**700 Minute Pooled Plan (voice): \$24.99 Per Month**

- 700 Nationwide Pooled Minutes
- (Overage @ \$0.25 Per Minute)
- Unlimited Nationwide Mobile to Mobile with C Spire Customers
- Unlimited Nationwide Nights and Weekends (7 p.m. - 6:59 a.m.)
- Pools with MS Government 125 Minute Pooled Plan

**MS Government 125 Minute Pooled Plan (voice): \$17.99 Per Month**

- 125 Nationwide Pooled Minutes
- (Overage @ \$0.25 Per Minute)
- Unlimited Nationwide Mobile to Mobile with C Spire Customers
- Unlimited Nationwide Nights and Weekends (7:00 p.m. to 6:59 a.m.)
- Pools with 700 Minute Pooled Plan

**Unlimited Usage (voice): \$39.99 Per Month**

- \$39.99 Per Month
- Unlimited Nationwide Usage (voice only)
- No overage

C Spire Wireless, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

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Nationwide Business Pool Plan (voice): \$29.99/mo.

- 500 Nationwide Pooled Minutes
- (Overage @ \$0.40)
- Unlimited Nationwide Mobile to Mobile with C Spire Customers
- Unlimited Nationwide Nights and Weekends (7 p.m. to 6:59 a.m.)
- *Pools with MS Government 500 Minute Pooled Plan*

MS Government 500 Minute Pooled Plan (voice and data): \$47.88/mo.

- 500 Nationwide Pooled Minutes
- (Overage @ \$0.40 Per Minute)
- Unlimited Nationwide Mobile to Mobile with C Spire Customers
- Unlimited Nationwide Data Usage
- Unlimited Nationwide Text Messaging
- Unlimited Nationwide Nights and Weekends (7:00 p.m. to 6:59 a.m.)
- *Pools with Nationwide Business Pool Plan*

Smartphone Unlimited (voice and data): \$59.99/mo.

- Unlimited Nationwide Voice Usage
- Unlimited Nationwide Data Usage
- Unlimited Nationwide Text Messaging

C Spire Wireless, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157



**Data Plans**

Unlimited Nationwide Data (Data Cards and MiFi): \$39.99/mo.

- Unlimited Nationwide Data
- (for Data Cards and MiFi Devices)

Data Only Plan for Blackberry Devices: \$39.99/mo.

- Unlimited Nationwide Data Only
- (for BlackBerry Devices Only)

Data Only Plan for Smartphones other than BlackBerry Devices: \$34.99/mo.

- Unlimited Nationwide Data Only
- (for all Smartphones other than BlackBerry Devices)

Telemetry: \$10.99/mo.

- 2 Mb allotted to pool on account with each active Telemetry device

Netbook Rate with 500 MG (grandfathered): \$39.99/mo.

- Includes 500 MB Data
- (Grandfathered Rate Plan)

Netbook Rate with 5 GB (Grandfathered): \$59.99/mo.

- Includes 5 GB Data
- (Grandfathered Rate Plan)

C Spire Wireless, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

Minutes of December 20, 2011  
Mayor and Board of Aldermen



**Additional Features:**

Unlimited Nationwide Data Feature for Smartphones: \$29.99/mo.

Unlimited Nationwide Text Messaging: \$7.99/mo.

MS Government 100 Text Messaging: \$0.00/mo. (NEW)

Unlimited Nationwide Nights and Weekends: \$9.99/mo. (Begins at 7:00 p.m. – 6:59 a.m.)

Unlimited Nationwide Push To Talk: \$4.99/mo.

Static IP Addresses: \$0.00/mo.

Web for Mobile Phones: \$5.99/mo.

Pics: \$9.99/mo.

Text, Web, and Pics: \$19.99/mo.

Etrace Express: \$9.95/mo.

Etrace Standard: \$14.95/mo.

Etrace Pro: \$19.95/mo.

Directory Assistance: \$0.99 Per Call

Voice Mail-Basic: \$0.00/mo.

Voice Mail-Deluxe : \$0.00/mo.

Caller ID: \$0.00/mo.

Message waiting: \$0.00/mo.

Three Feature Package: \$0.00/mo.

C Spire Wireless, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

# Minutes of December 20, 2011 Mayor and Board of Aldermen

**State of MS Contract # 3489**

Local Government – November 11, 2011

Devices are subject to change but will be better or equal to those listed below. Promotional pricing at cspire.com will be honored if less than listed price included within this document. Visit our website for additional products and information at cspire.com or cspire.com/msgov.



**Local Government - Equipment Pricing**

MANUFACTURER (See Note 1)	MODEL	C-SPIRE DEVICE COST
<b>Phones</b>		
Samsung	R261 Chrono (Flip/Camera)	\$ 74.00
LG	430 Wine II (Flip/Camera)	\$ 146.21
Samsung	R100 Stunt (Bar Phone)	\$ 61.00
Samsung	Profile R580 (Slide Qwerty; camera)	\$136.31
Motorola	W845 Quantico (Flip/Camera) without push-to-talk	\$172.32
<b>Push-to-Talk (4)</b>		
Motorola	W845 Quantico (Flip/Camera) with push-to-talk	\$172.32

NEW ACTIVATION PRICE (2)	UPGRADE PRICE (2) (5)	REPLACEMENT PRICE (2) (5)
<b>Phones</b>		
\$ 0.00	\$ 0.00	\$ 74.00
\$ 29.99	\$ 29.99	\$146.21
\$ 0.00	\$ 0.00	\$ 61.00
\$ 39.99	\$ 39.99	\$136.31
\$ 99.99	\$ 99.99	\$172.32
<b>Push-to-Talk (4)</b>		
\$ 0.00 (requires push-to-talk)	\$ 0.00	Not to Exceed \$100.00 (2)

MANUFACTURER (1)	MODEL	C-SPIRE DEVICE COST
<b>Smart Phones</b>		
BlackBerry	9330 Curve (6.0 Software)	\$289.00
Samsung	i100 Gem (Android)	\$196.88
BlackBerry	9650 Bold (World Phone)	\$459.00
HTC	7PRO (Windows)	\$449.00
HTC	6325 Merge (Android)	\$327.08
Motorola	Milestone Plus (Android)	\$387.00
Motorola	MB809 Milestone X (Android)	\$383.00
Samsung	R720 Admire (Android)	\$207.83
Samsung	I500 Galaxy S (Android)	\$362.58
Apple	iPhone 4 (8GB)	\$549.00
Apple	iPhone 4S (16GB)	\$649.00
Apple	iPhone 4S (32GB)	\$749.00
Apple	iPhone 4S (64GB)	\$849.00
<b>Mobile Broadband (6)</b>		
Franklin Wireless	U210 Data Card	\$ 99.00
Mifi	Novatel 2200	\$135.00
<b>Wireless Modems (6)</b>		
Sierra Wireless*	Raven X	\$575.00
Sierra Wireless**	PinPoint X	\$793.00
<b>Tablets (7)</b>		
Motorola	Xoom (with Wi-Fi)	\$599.99
Blackberry	Playbook (with Wi-Fi)	\$499.99

NEW ACTIVATION PRICE (3)	UPGRADE PRICE (3)	REPLACEMENT PRICE (3)
<b>Smart Phones</b>		
\$ 0.00	N/A	\$289.00
\$ 0.00	N/A	\$196.88
\$149.99	N/A	\$459.00
\$199.99	N/A	\$449.00
\$ 99.99	N/A	\$327.08
\$ 79.99	N/A	\$387.00
\$ 79.99	N/A	\$382.37
\$ 29.99	N/A	\$207.83
\$ 99.99	N/A	\$362.58
\$ 99.99	N/A	\$549.99
\$199.99	N/A	\$649.99
\$299.99	N/A	\$749.99
\$399.99	N/A	\$849.99
<b>Mobile Broadband</b>		
\$ 0.00	N/A	\$ 99.00
\$ 0.00	N/A	\$135.00
<b>Wireless Modems</b>		
\$475.00	N/A	\$575.00
\$668.00	N/A	\$793.00
<b>Tablets (7)</b>		
\$399.99	N/A	\$399.99
\$499.99	N/A	\$499.99

Highlighted items denote free devices

- Notes:**
- Equipment includes a one (1)-Year Manufacturer's Warranty.
  - Phones: New activations or ported numbers added to Local Government Entity accounts are eligible for two (2) phones during the two (2) year term. The first phone is listed at the "New Activation Price," and the second phone is listed at the "Upgrade Price". All phones thereafter are replaced at the "Replacement Price". If a "free" phone is replaced at the "Replacement Price," the cost shall not exceed 100.00. All other phones are replaced at the "Replacement Price" as listed on the Products for Local Government/Entities exhibit. A car charger and earbud will be provided for phones at no charge with new activations and initial phone upgrades (if the charger port differs). A 20% discount is available on all additional accessories.
  - Smartphones: New activations or ported numbers added to a Local Government/Entity account are eligible for one (1) Smartphone during the two (2) year supplemental term at the "New Activation Price". A data rate plan is required in order to receive the "New Activation Price". A car charger and earbud will be provided at no charge with devices billed at the "New Activation Price". A 20% discount is available on all additional accessories. If the Smartphone needs to be replaced within the first twenty-four (24) months of ownership and is not covered under warranty, it will be replaced at the "Replacement Price". A car charger and earbud will be provided at no charge.
  - The "New Activation Price" and "Upgrade Price" on the Motorola W845 Quantico at \$0.00, requires the PTT (push-to-talk) feature.
  - If a "phone user" wishes to upgrade from a phone to a Smartphone during the two (2) year term, that user is eligible to upgrade to the Smartphone of choice at the "New Activation Price". A data rate plan is required to receive a Smartphone at the "New Activation Price". A car charger and earbud will be provided at no cost. A 20% discount is available on all additional accessories.
  - Mobile Broadband devices and Wireless Modems require data services.
  - Tablets do not require a mobile number to be associated with the device. Mifi device is available at no charge along with monthly recurring service for C Spire wireless network connection.
- \* Raven X price includes DC power cable, AC/DC power adaptor, CLA.  
\*\* PinPoint X price includes DC power cable, AC/DC power adaptor, CLA, UO Cable Harness, and outside antenna.

\*\*\*\*\*

There came on for discussion derelict properties and the Mayor and Board of Alderman acknowledged the report submitted by Building Official Earl Levens.

\*\*\*\*\*

**Minutes of December 20, 2011  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the Drinking Water Systems Improvements Revolving Loan Fund Program and related purposes. After a discussion of the subject, Alderman Anderson offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING MAYOR WILLIAM SKELLIE AS THE AUTHORIZED REPRESENTATIVE FOR THE CITY OF LONG BEACH

WHEREAS, the City of Long Beach is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Long Beach must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City of Long Beach provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWE-L240005-01.

SECTION 2: That William Skellie, as Mayor is authorized to execute and file an application for a DWSIRLF loan on behalf of City of Long Beach with full authority to execute all documents pertaining to the project.

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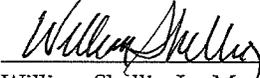
SECTION 3: That William Skellie, as Mayor is hereby authorized to be the authorized representative of the project.

Alderman Parker seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
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 and the resolution and order adopted and approved this 20<sup>th</sup> day of December, 2011.

APPROVED:

  
\_\_\_\_\_  
William Skellie, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca E. Schruff, City Clerk

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Alderman Hammons made motion seconded by Alderman Carrubba and unanimously carried to accept the inspection proposal submitted by Fire Code Compliance, LLC, as follows:

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**Fire Code Compliance, LLC**  
 "We know what the AHJ wants - We've been the AHJ"

Fire Code / Life Safety Inspections  
 Fire Protection Equipment Inspections  
 Fire Extinguisher Maintenance  
 Kitchen Suppression System Maintenance  
 Exit Sign / Emergency Light Maintenance

-916 Marjorie St. Long Beach, Ms. 39560-  
 Email: [firecodecompliance@yahoo.com](mailto:firecodecompliance@yahoo.com)

(228) 265-7263

*Show us a copy of the competitors price/quote and we will match it or beat it... Guaranteed!*

Proposal Prepared for:	
<b>Company Name:</b> Long Beach City Hall	<b>Date Prepared:</b> November 10, 2011
<b>Company Address:</b> 201 Jeff Davis Avenue	
<b>City, State, Zip:</b> Long Beach, Ms. 39560	
<b>Phone:</b> (228) 863-1556	
<b>Prepared by:</b> Skip Elsworth (NFPA 1031-II Fire Inspector)	

Detailed Proposal of: Maintenance of Fire Protection Systems (All / Individual)	
Annual Inspection of Automatic Sprinkler System Inspection	\$100.00
Annual Inspection of Fire Alarm System	\$275.00
Grand Total: (tax not applicable)	\$375.00

This is a proposal only, not a contract for services (unless otherwise noted). This proposal is for completing the job as described above. It does not include material price increases or additional labor, recharges, required enternal maintenance, hydrostatic testing and materials which may be required should unforeseen problems arise after the work has started.

- Payment shall be made within (20) working days of completion of work-

Signature of Authorized Agent: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

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Appointments to the Planning Commission, Wards 2 and 3, were taken under advisement until the next regular meeting, January 3, 2012.

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The ordinance requiring utility companies to obtain permits for routine maintenance/repairs was taken under advisement for further consideration and review at the next regular meeting, January 6, 2012.

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There came on for consideration the sidewalk ordinance and after considerable discussion, official action was taken as follows:

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ORDINANCE NUMBER 587

AN ORDINANCE TO REQUIRE AND REGULATE THE  
CONSTRUCTION AND MAINTENANCE OF PUBLIC  
SIDEWALKS IN THE CITY OF LONG BEACH, MISSISSIPPI

WHEREAS, the Mayor and Board of Aldermen have determined that sidewalks provide an important and safe method of transportation; and

WHEREAS, the Mayor and Board of Aldermen have recognized that sidewalks are a necessary component of public transportation and public infrastructure; and

WHEREAS, sidewalks promote a healthier community by encouraging exercise and reducing pollution effects from vehicles; and

WHEREAS, the presence of sidewalks may ease traffic conditions within the city and also create a greater aesthetic appeal.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Long Beach Mississippi as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct, and included herein.

SECTION 2. STATEMENT OF PURPOSE AND INTENT

2.1 Purpose

The purpose of this ordinance is to promote the health, safety and general welfare of the City, and to promote the following goals:

- .1 Enhancing the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-able) within the community;
- .2 Ensuring that ADA guidelines are met for all sidewalk or pathway installations;
- .3 Providing for building of attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historical features of developing neighborhoods;
- .4 Ensuring that all construction actively implements the building of sidewalks.

2.2: Definitions

*Crosswalk*: any portion of a roadway distinctly indicated for pedestrian crossing by lines or other surface markings or by a change in surface material.

*Driveway*: a paved or unpaved area intended to provide ingress and egress from a public

or private right-of-way to public or private premises, including an off-street parking area.

*Infrastructure:* facilities and services needed to sustain all land-use activities; infrastructure includes, but is not limited to, water and sewer lines and other utilities, streets, roads, communications, and public facilities such as fire stations, parks and schools.

*Pathway:* a designated walking and/or biking area, physically separated from motor vehicle traffic that can be either within the road right-of-way or within an independent right-of-way. Multi-use pathways include bicycle paths, rail-trails or other facilities built for bicycle and pedestrian traffic.

*Planning Commission:* the City of Long Beach Planning Commission

*Sidewalk:* a hard-surface, all-weather area designed for the convenience of pedestrian access, which is normally located immediately within the public right-of-way.

### SECTION 3: PERMIT REQUIREMENT AND INSTALLATION

3.1. Within all new single-family residential subdivision developments and commercial subdivision developments, sidewalks installation shall be required prior to the issuance of a Certificate of Occupancy for each individual lot. Prior to acceptance of infrastructure facilities of final subdivision plats by the City, all required sidewalks and other public infrastructure improvements shall be completed by the developer. Developments shall provide sidewalk connection to adjacent, undeveloped property or properties. If an existing sidewalk connection exists on an adjacent development, Developments shall connect to that and any adjacent, existing sidewalk.

3.2 For all other new, non-single family residential or non-agricultural zoned development projects or construction improvements equating to 50% or more of the appraised taxable value of the property, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. Developments shall provide sidewalk connection to adjacent, undeveloped property or properties and along all sides adjacent to public rights of way. If an existing sidewalk connection exists on an adjacent development, Developments shall connect to that existing sidewalk.

3.3 For all new buildings and new roadway infrastructure developed by the City the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. For all improvements to municipal buildings, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of

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Occupancy.

3.4 The City will maintain a line item in the City's budget and that budget shall be dedicated to the installation of sidewalks conforming to the standards and requirements of this ordinance and in conjunction with the City improvements to arterial, major, and collector streets as defined by the comprehensive plan and as defined by the to be developed comprehensive sidewalk plan. These sidewalks shall be constructed in conjunction with the roadway improvements where this budget amount and existing right-of-way allow. For City improvements to arterial, major, and collector streets as defined by the comprehensive plan where non- conforming sidewalks currently exist, the installation of sidewalks conforming to the standards and requirements of this ordinance shall be required prior to a final inspection where this budget amount and existing right-of-way allow.

#### SECTION 4: STANDARDS AND REQUIREMENTS

##### 4.1. Sidewalk Requirements

1. Sidewalks shall be required within the right-of-way on both sides of all new public or private streets located within the City. Sidewalks shall be required within the right-of-way along the frontage of existing public or private streets located within the City to allow for adequate internal and external connectivity. If sidewalks are not able to be located within the right-of-way, appropriate easements will be provided.
2. Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building construction permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.
3. Sidewalks shall be at least four (4) feet in width, with at least eight (8) feet of vertical clearance in the sidewalk path. Wider walks, to a maximum of eight (8) feet, may be required by the City of Long Beach along thoroughfares in commercial, industrial, or multi- family areas due to anticipated traffic and the development of the area.
4. The construction of all sidewalks and the materials and components parts thereof shall be subject to the acceptance of the City of Long Beach Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Long Beach's sidewalk specifications and details in effect at the time of construction. Asphalt

and slick-surfaced sidewalks are prohibited.

5. All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.

6. Unless otherwise specified by the Planning Commission, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.

7. Exceptions to this ordinance shall be made where required by federal law or federally mandated recommendations or requirements.

8. In such cases where sidewalk construction is not practical due to topographical or other hardship issues unique to the property location or development, or for other good cause shown, a developer may be granted a variance to this requirement upon application to the Planning Commission.

#### **SECTION 5: OBSTRUCTIONS**

The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lot or premises from any owner created obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of 8 feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.

#### **SECTION 6: REPAIR AND MAINTENANCE**

Upon acceptance by the City of Long Beach after final plat, issuance of a Certificate of Occupancy or by final inspection, the City shall be responsible for the repair and maintenance of sidewalks and multi-use paths located adjacent to public streets and rights-of-way. The expense of repairing any sidewalk shall be incurred by the City. It shall be the responsibility of the property owner to have sidewalks evaluated by City staff prior to any action which may result in damage or removal by an owner, renter or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner at the expense of the property owner unless prior evaluation has been made by the City as to the

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condition of the sidewalk. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.

**SECTION 7: ENFORCEMENT**

The City of Long Beach Building Department, at the direction of the Mayor and Board of Aldermen, shall have the responsibility of enforcing this article. The laying of all sidewalks and the materials and component parts thereof shall be subject to the occurrence of the City of Long Beach Building Department and are not deemed completed until approval by the City of Long Beach Building Department and accepted by the Board of Aldermen.

**SECTION 8: PENALTY**

Violations of this Ordinance shall constitute a misdemeanor, punishable by a fine of up to \$1,000.00 per occurrence, and shall be enforced through the municipal court. The Court may order the violation to be corrected within a specified time period, after which time violations may be considered continuing and a daily fine may be implemented until the violation is corrected.

**SECTION 9: APPEAL PROCESS**

Any action or decision of the Building Official or Planning Commission may be appealed to the Mayor and Board of Aldermen as otherwise allowed by law.

**SECTION 10. INVALIDATION/SEVERABILITY**

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

**SECTION 11. CONFLICTS**

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Long Beach that conflict with the provisions of this Ordinance shall be hereby repealed, to the extent of such conflict only.

**SECTION 12. EFFECTIVE DATE**

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

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Mayor and Board of Aldermen

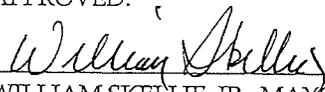
The City Clerk is directed to post and to publish the Ordinance as required by law.

The above and foregoing Ordinance No. 587 was introduced in writing by Alderman Carrubba who moved its adoption. Alderman Parker 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:

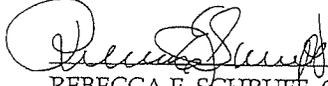
Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn J. Anderson	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried in the said Ordinance Number 587 adopted and approved this the 20<sup>th</sup> day of December, 2011.

APPROVED:

  
WILLIAM SKELLIE, JR., MAYOR

ATTEST:

  
REBECCA E. SCHRUFF, CITY CLERK

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The Mayor recognized City Engineer David Ball to answer questions and provide additional information regarding drainage problems, Alverado Drive and Commission Road; no official action was required or taken at this time.

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The Mayor recognized Building Official Earl Levens to answer questions and provide additional information regarding modular homes/trailers. After considerable discussion, it was the consensus of the Mayor and Board of Aldermen for the Building Official to submit a report detailing the number, location and status of all modular homes/trailers in the city.

The City Attorney was directed to inform Mr. Chuck Ryan and Regence Bank that their modular structures are not in compliance with city codes and ordinances.

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There was no discussion under New Business; no report from the City Attorney; and no public comments regarding general matters not appearing on the agenda.

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

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Mayor and Board of Aldermen

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