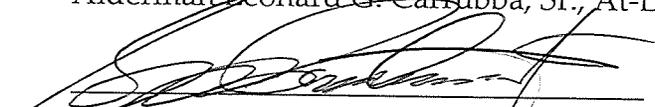


Minutes of October 15, 2013
Mayor and Board of Aldermen

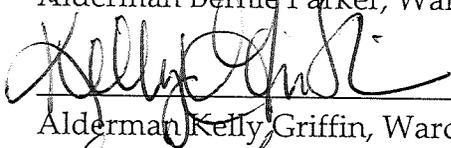
There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to adjourn until the next regular meeting in due course.

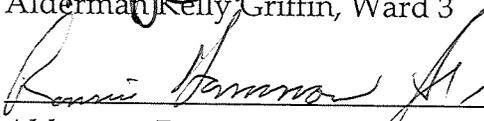
APPROVED:


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

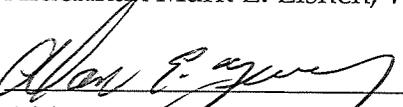

Alderman Gary J. Ponthieux, Ward 1


Alderman Bernie Parker, Ward 2

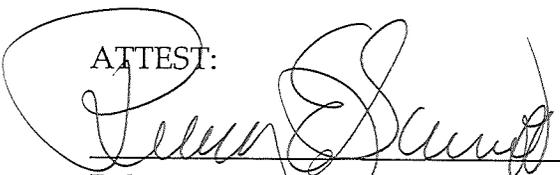

Alderman Kelly Griffin, Ward 3


Alderman Ronnie Hammons, Jr., Ward 4


Alderman Mark E. Lishen, Ward 5


Alderman Alan Young, Ward 6

11/5/13
Date

ATTEST:

Rebecca E. Schruff, City Clerk

**Minutes of November 5, 2013
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 first Tuesday in November, 2013, 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, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and the Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on March 5, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi; The Clarion-Ledger, Hinds County Mississippi; the Press-Register, Mobile, Alabama; Legal Notice, Advertisement for Bids "Hurricane Isaac Repairs - City of Long Beach Smallcraft Harbor Dredging", as evidenced by the Publishers' Proof of Publication.

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

Minutes of November 5, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 129 No., 334 dated 2 day of Sept, 20 13
- Vol. 129 No., 341 dated 9 day of Sept, 20 13
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

Crista Laure
Clerk

Sworn to and subscribed before me this 9 day of Sept, A.D., 20 13

Handberg
Notary Public



ADVERTISEMENT FOR BIDS: The City of Long Beach, Mississippi, will receive bids for: HURRICANE ISAAC REPAIRS: CITY OF LONG BEACH: SMALL CRAFT HARBOR DREDGING at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., October 1, 2013. Bids are invited for the furnishing of materials, equipment and labor to remove approximately 3,030 cubic yards of harbor bottom material to an established depth of 9 miles from the spoils to the Harrison County Development Commission Spoil Disposal Area C & C1 on Pelchold Road in Gulfport, for dredging and final disposal. Also included in this work are pre- and post-dredge bathymetric surveys of the entire harbor as well as sampling and analysis of the harbor sediment in accordance with contract guidelines. Contract Documents are on file at the Office of the City Clerk, at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. Garner, Russell & Associates, Inc., Consulting Engineers, 520 33rd Street (at Heaves Avenue), Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.). A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five percent (5%) of the total bid for HURRICANE ISAAC REPAIRS: CITY OF LONG BEACH: SMALL CRAFT HARBOR DREDGING shall be submitted with the bid. For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000 Bidder must also indicate his Certificate Number, or else write clearly "BID does not exceed \$50,000". The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his pecuniary ability, honesty, and integrity. The City also reserves the right to reject any or all bids or to waive any informality(ies) in the bidding. This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37 (2012), as amended by Senate Bill 2528 (2013). All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the Federal Resources

and Ecosystems Sustainability, Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.P.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section. This law requires contractors submitting bids for public works projects utilizing space-allocating to certify that they will comply with the provisions of this section if they are awarded the contract. This certification must be provided with the bid. The provisions of this law require that the contractor shall submit to the Mississippi Department of Employment Security and the City of Long Beach an employment plan within seven (7) calendar days after the award of the contract by the governing authority. This law also provides that from the date the contract award is received until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions responsible for the public work project except residents of the state of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are controlled by the Mississippi Department of Employment Security. Failure of the Contractor to comply with these provisions shall be cause by the governing agency to vacate the contract. Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors. Bids may be filed by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Authorized by order of the Mayor and City Council, March 5, 2013. City of Long Beach, Mississippi. By: REBECCA SCHRUFF, THE CITY CLERK. Publish: September 2nd and 9th, 2013. 1829705

Minutes of November 5, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

BEVERLY BENNETT

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

PASTE PROOF HERE

C14657
CITY OF LONG BEACH,
0200446939
Smallcraft Harbor Dredging

9/2/2013
9/9/2013

Size: 976 words / 1.00 col. x 239.00 lines
Published: 2 time(s)
Total: \$227.72

Signed *Beverly Bennett*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/9/2013.

Notary Public
RICK TYLER

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

(SEAL)



ADVERTISEMENT FOR BIDS
City of Long Beach, Mississippi
The City of Long Beach, Mississippi will receive bids for:
HURRICANE ISAAC REPAIRS
CITY OF LONG BEACH SMALL CRAFT HARBOR DREDGING
Gulfport, Mississippi 39507
upon payment of a \$100.00 non-refundable fee (payable to: A. Garner, Russell & Associates, Inc.)
A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the state or local governmental entities, resulting from a Bidder and an acceptable Bidder, is an amount significant, including equal to five percent (5%) of the total bid for or supplemental projects paid for or financed by the responsible parties pursuant to a court order, negotiated settlement, or other instrument including any law, distributing such lines and penalties including the federal Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Federal Water Pollution Act of 1980 or the Control Act or similar legislation, shall be subject to the hiring policies established by this section.
The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract.
This law requires that the contractor, as well as his pecuniary ability, shall submit to the Mississippi Department of Employment Security, and the City also reserves the right to reject any or all bids or to waive any informality in the bidding.
The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract.
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This law requires that the contractor, as well as his pecuniary ability, shall submit to the Mississippi Department of Employment Security, and the City also reserves the right to reject any or all bids or to waive any informality in the bidding.

Minutes of November 5, 2013 Mayor and Board of Aldermen

Mississippi Press LEGAL AFFIDAVIT

A GARNER RUSSELL & ASSOCIATES
PO BOX 1677
GULFPORT, MS 39502

Name: A GARNER RUSSELL &
Account Number: 2034895
Ad Number: 0006006807

Sales Rep: User Unknown

Billing Inquiries Please Call: (251) 219-5433

Date	Position	Description	P.O. Number	Ad Size	Total Cost
09/11/2013	Legals Mississippi	ADVERTISEMENT FOR BIDS City of Long Beach, Mississippi The City of Long Beach,		1 x 137 L	195.14

Dan Hunter being sworn, says that he is bookkeeper of Mississippi Press which publishes a daily newspaper in the City of Pascagoula and County of Jackson, State of Mississippi; and attached notice appeared in the issue of

Mississippi Press 09/04; 09/11/2013

Sworn to and subscribed before me this 13th day of September 2013

NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CALL DAN HUNTER AT (251) 219-5405.
YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX:
LEGALS@ACSAL.COM OR FAX# (251) 219-5037



Minutes of November 5, 2013

Mayor and Board of Aldermen

Karin Peterman

From: Christine Bevins [CBevins@aol.com]
Sent: Monday, September 02, 2013 11:17 AM
To: Karin Peterman
Subject: RE: Advertisement for Bids - Hurricane Isaac Repairs City of Long Beach Smallcraft Harbor Dredging

ad 6006807 - cost - 195.14 - run date sept. 4, 11 thanks

ADVERTISEMENT FOR BIDS

City of Long Beach, Mississippi

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

HURRICANE ISAAC REPAIRS

CITY OF LONG BEACH

SMALL CRAFT HARBOR DREDGING

at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., October 1, 2013.

Bids are invited for the furnishing of materials, equipment and labor to remove approximately 3,030 cubic yards of harbor bottom material to an established depth of -8' mllw, barge the spoils to the Harrison County Development Commission Spoil Disposal Area C & C1 on Reichhold Road in Gulfport, MS for dewatering and final disposal. Also included in this work are pre- and post-dredge bathymetric surveys of the entire harbor as well as sampling and analysis of the harbor sediment in accordance with current guidance.

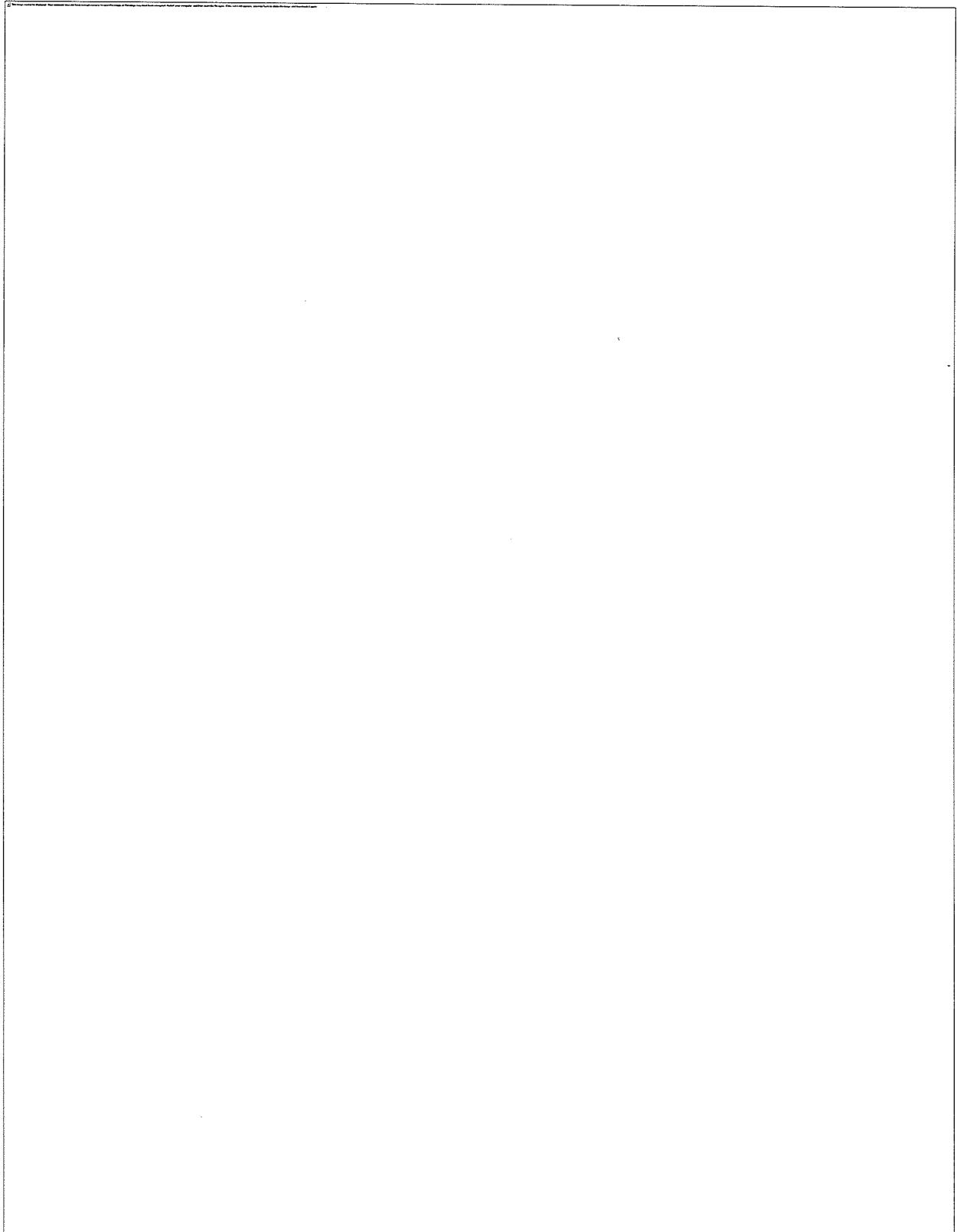
Contract Documents are on file at the Office of the City Clerk, at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, 520 33rd Street (at Hewes Avenue), Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five percent (5%) of the total bid for HURRICANE ISAAC REPAIRS - CITY OF LONG BEACH, SMALL CRAFT HARBOR - DREDGING shall be submitted with each bid.

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

The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his pecuniary ability, honesty, and integrity. The City also reserves the right to reject any or all bids or to waive any informality(s) in the bidding.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37 (2012), as amended by Senate Bill 2528 (2013), "All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section." This law requires contractors submitting bids for public works projects utilizing specified funding to certify that they will comply with the provisions of this section if they are awarded the contract. This certification must be provided with the bid. The provisions of this law require that the contractor shall submit to the Mississippi Department of Employment Security and the City of Long Beach an employment plan within seven (7) calendar days after the award of the contract by the governing authority. This law also provides that from the date the contract award is received until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment



The Clerk further reported that two (2) bids were properly filed, publicly opened and read aloud on Tuesday, October 8, 2013, at 10:00 a.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, by Deputy City Clerk Stacey Dahl and Project Engineer David Ball. Bid representatives were also present. Said bids are as follows:

J. E. Borries, Inc
16701 Highway 57
Vanceleave, MS 39565
Bid Amount: \$95,142.00

Minutes of November 5, 2013
 Mayor and Board of Aldermen

Matthews Marine, Inc.
 P.O. Box 178
 Pass Christian, MS 39571
 Bid Amount: \$109,080.00

The aforementioned bids were taken under advisement for review and tabulation with recommendation from Project Engineer David Ball, as follows:



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

520 33RD STREET
 GULFPORT, MS 39507

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

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GR	
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MR	
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October 17, 2013

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

RE: Hurricane Isaac – Dredging
 Long Beach Smallcraft Harbor

Ladies and Gentlemen:

The City received bids for the performance of the referenced project on October 8, 2013 and a certified Bid Tabulation is attached. We received two bids for the work; however, the low bid, provided by J. E. Borries, Inc., did not include an MDES (Mississippi Dept. of Employment Security) Compliance Certification. After some review, Jim Simpson has advised that this cannot be waived as an informality, and that therefore, the bid by Borries must be considered non-responsive.

Therefore, based on the advice of Mr. Simpson, we recommend award of the referenced contract to Matthews Marine, in the amount of their bid, \$109,080. They have performed several of the recent dredging projects in our Harbor recently and we expect no great problems in their capacity to perform the work. We have also attached an extensive list of references provided by the Contractor for similar types of work in other areas.

Sincerely,

David Ball, P.E.

DB:1982
 Enclosure

Page 1 of 1

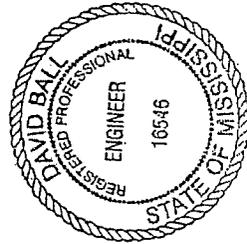
TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ISAAC REPAIRS
SMALL CRAFT HARBOR DREDGING

Bid Date: October 8, 2013 (Revised per Addendum No. 1)

CONTRACTORS BIDDING:

Certificate of Responsibility No.:		13968-SC		Mathews Marine, Inc.	
Acknowledgement of Addendum No. 1:		Yes		13968-SC	
Debarment/Non-Collusion Certification:		Yes		Yes	
MDES Compliance Statement:		No		Yes	
Bid Bond:		Yes		Yes	

ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	DREDGE AND DISPOSE OF SEDIMENT	3,030 C.Y.	\$31.40	\$95,142.00	\$36.00	\$109,080.00
TOTAL BID				\$95,142.00		\$109,080.00



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.

David Ball

David Ball, P.E.
 Cert. No. 16546
 October 16, 2013

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to award the contract, Hurricane Dredging, Long Beach Smallcraft to Mathews Marine, Inc., in the amount of \$109,080, as lowest and best bid, noting for the record that the low bidder, J.E. Borries, Inc., failed to include the required Mississippi Department of Employment Security Compliance Certification in their bid package.

**Minutes of November 5, 2013
Mayor and Board of Aldermen**

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on March 5, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi; The Clarion-Ledger, Hinds County, Mississippi; the Press-Register, Mobile, Alabama; Legal Notice, Advertisement for Bids, "Hurricane Isaac Repairs, Long Beach Smallcraft Harbor Pavement and Sidewalk Repairs", as evidenced by the Publisher's Proof of Publication.

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

Minutes of November 5, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 129 No. 343 dated 11 day of Sept, 20 13
- Vol. 129 No. 350 dated 18 day of Sept, 20 13
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

Crista Laux
Clerk

Sworn to and subscribed before me this 18 day of Sept, A.D., 20 13

Hardy Beauf
Notary Public



ADVERTISEMENT FOR BIDS
 City of Long Beach, Mississippi
 The City of Long Beach, Mississippi, will receive bids for HURRICANE ISAAC REPAIRS - SMALL CRAFT HARBOR PAVEMENT AND SIDEWALK REPAIRS at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., October 11, 2013.
 Bids are invited for the furnishing of all materials, labor, tools, and services necessary to perform repairs to designated parking areas in the Long Beach Small Craft Harbor, as depicted in the Contract Documents. Repairs include: removal of existing broken asphalt/docks; covered by establishment of proper grades, base repair, and subsequent replacement of asphalt and concrete pavement; removal and replacement of concrete sidewalk; installation of new fencing and guardrail and limited parking lot striping. Some select backfill may be required in areas where significant erosion has occurred. This project also includes work required to seal the vertical seams on both sides of the concrete panels in the south bulkhead wall to prevent future erosion due to continued wave action.
 Contract Documents are on file at the Office of the City Clerk, at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, 529 33rd Street (at Heves Avenue), Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).
 A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH, LONG BEACH - SMALL CRAFT HARBOR - HURRICANE ISAAC REPAIRS - PAVEMENT AND SIDEWALK REPAIRS shall be submitted with each bid.
 For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."
 The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidders' skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his punctuality, honesty, and integrity.
 The City also reserves the right to reject any or all bids on to waive any formalities in the bidding.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated, Specifically, Mississippi Code of 1972, Section 51-57 (2012), as amended by Senate Bill 2528 (2013). All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such funds and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.
 This law requires contractors submitting bids for public works projects utilizing specified funding to certify that they will comply with the provisions of this section. If they are awarded the contract, this certification must be provided with the bid. The provisions of this law require that the contractor shall submit to the Mississippi Department of Employment Security and the City of Long Beach an employment plan within seven (7) calendar days after the award of the contract by the governing authority. This law also provides that from the date the contract award is received until ten (10) business days after any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the state of Mississippi who are to be verified by the Mississippi Department of Employment Security. Failure of the Contractor to comply with these provisions shall be cause by the governing agency to vacate the contract.
 Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.
 Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract, authorized by order of the Mayor and City Council, March 5, 2013.
 City of Long Beach, Mississippi
 By S/REBECCA SCHRUFF
 Title CITY CLERK
 Publish: September 11, and 18, 2013

Minutes of November 5, 2013
Mayor and Board of Aldermen

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

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

BEVERLY BENNETT

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

9/11/2013
9/18/2013

Size: 1,023 words / 1.00 col. x 251.00 lines
Published: 2 time(s)
Total: \$237.06

Signed *Beverly Bennett*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/18/2013.

Notary Public *Rick Tyler*
RICK TYLER

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

(SEAL)



PASTE PROOF HERE

C14657
CITY OF LONG BEACH,
0200447660
Pavement/Sidewalk Repairs, Small Craft

ADVERTISEMENT FOR BIDS

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

HURRICANE ISAAC REPAIRS
LONG BEACH SMALL CRAFT HARBOR PAVEMENT AND SIDEWALK REPAIRS

at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 529) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., October 11, 2013.

Bids are invited for the furnishing of all materials, labor, tools, and services necessary to perform repairs to designated parking areas in the Long Beach Small Craft Harbor as depicted in the Contract Documents. Repairs include removal of existing broken asphalt surfaces, followed by establishment of proper grades, base repair, and subsequent replacement of asphalt and concrete pavement, removal and replacement of concrete sidewalks, installation of new fencing and guardrail and limited parking lot striping. Some select backfill may be required in areas where significant erosion has occurred. This project also includes work required to seal the vertical seams on both sides of the concrete panels in the south bulkhead wall to prevent future erosion due to continued wave action.

Contract Documents are on file at the Office of the City Clerk at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. Garner, Russell & Associates, Inc., Consulting Engineers, 520 13rd Street (at Hewes Avenue), Gulfport, Mississippi 39507, upon payment of a \$10.00 non-refundable fee (payable to A. Garner, Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi negotiable U.S. Government bonds (at par value) of a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH SMALL CRAFT HARBOR HURRICANE ISAAC REPAIRS AND PAVEMENT AND SIDEWALK REPAIRS shall be submitted with each bid.

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

The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to his contract price in determining the lowest and best bidder: skill and business judgment, his experience and his facilities for carrying out the contract; his previous conduct under other contracts and the quality of previous work, as well as his punctuality, honesty, and integrity. The City also reserves the right to reject any or all bids or to waive any informality(ies) in the bidding.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated Specifically, Mississippi Code of 1972, Section 31-5-37 (2012), as amended by Senate Bill 2528 (2010).

All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines, or supplemental projects paid, or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability and Revived Economy of the Gulf Coast Act of 2011.

City of Long Beach, Mississippi
By S/REBECCA SCHRUFF
Title: CITY CLERK

receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the state of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security.

Failure of the Contractor to comply with these provisions shall be cause by the governing agency to void the contract. Awarding public contracts to non-resident bidders will be on the same basis as the non-resident bidders state awards contracts to Mississippi. Contractors bidding under similar circumstances in order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

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

Authorized by order of the Mayor and City Council, March 5, 2013.

City of Long Beach, Mississippi
By S/REBECCA SCHRUFF
Title: CITY CLERK
Published: September 11, and 18, 2013
0200447660-01

Minutes of November 5, 2013 Mayor and Board of Aldermen

Mississippi Press LEGAL AFFIDAVIT

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

Name: CITY OF LONG BEACH
Account Number: 2037576
Ad Number: 0006010346

Sales Rep: Christine Bevins
Billing Inquiries Please Call: (251) 219-5433

Date	Position	Description	P.O. Number	Ad Size	Total Cost
09/18/2013	Legals Mississippi	ADVERTISEMENT FOR BIDS City of Long Beach, Mississippi The City of Long Beach,		1 x 155 L	204.16

Dan Hunter being sworn, says that he is bookkeeper of Mississippi Press which publishes a daily newspaper in the City of Pascagoula and County of Jackson, State of Mississippi; and attached notice appeared in the issue of

Mississippi Press 09/11/09/18/2013

Sworn to and subscribed before me this 19th day of September 2013

[Signature]

NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CALL DAN HUNTER AT (251) 219-5405.
YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX:
LEGALS@ACSAL.COM OR FAX# (251) 219-5037



Minutes of November 5, 2013 Mayor and Board of Aldermen

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

**HURRICANE ISAAC REPAIRS
 LONG BEACH SMALL CRAFT HARBOR
 PAVEMENT AND SIDEWALK REPAIRS**
 at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 929) Long Beach, Mississippi, 39560, during normal office hours at any time prior to the designated bid date. Bids will then be publicly opened and read aloud at 10:00 A.M., October 11, 2013.

Bids are invited for the furnishing of all materials, labor, tools, and services necessary to perform repairs to designated parking areas in the Long Beach Small Craft Harbor as depicted in the Contract Documents. Repairs include removal of existing, broken asphalt/debris, followed by establishment of proper grades, base repair, and subsequent replacement of asphalt and concrete pavement, removal and replacement of concrete sidewalk, installation of new fencing and guardrail and limited parking lot striping. Some select backfill may be required in areas where significant erosion has occurred. This project also includes work required to seal the vertical seams on both sides of the concrete panels in the south bulkhead wall to prevent future erosion due to continued wave action.

Contract Documents are on file at the Office of the City Clerk, at City Hall, Long Beach, MS. The Documents may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, 570 33rd Street (at Howes Avenue), Gulfport, Mississippi 39507, upon payment of a \$100.00 non-refundable fee (payable to A. Garner Russell & Associates, Inc.).

A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five percent (5%) of the total bid for CITY OF LONG BEACH, LONG BEACH SMALL CRAFT HARBOR - HURRICANE ISAAC REPAIRS - PAVEMENT AND SIDEWALK REPAIRS shall be submitted with each bid.

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

The City of Long Beach, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his pecuniary ability, honesty, and integrity. The City also reserves the right to reject any or all bids or to waive any informality(ies) in the bidding.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37 (2012), as amended by Senate Bill 2528 (2013), "All public works projects utilizing funds received by state or local governmental en-

titles resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the Federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section." This law requires contractors submitting bids for public works projects utilizing specified funding to certify that they will comply with the provisions of this section if they are awarded the contract. This certification must be provided with the bid. The provisions of this law require that the contractor shall submit to the Mississippi Department of Employment Security and the City of Long Beach an employment plan within seven (7) calendar days after the award of the contract by the governing authority. This law also provides that from the date the contract award is received until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the state of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. Failure of the Contractor to comply with these provisions shall be cause by the governing agency to vacate the contract.

Awarding public contracts to non-resident bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

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

Authorized by order of the Mayor and City Council, March 5, 2013,
City of Long Beach, Mississippi
By S/REBECCA SCHRUFF
THE CITY CLERK
THE MISSISSIPPI PRESS
SEPT. 11, 2013

The Clerk further reported that two (2) bids were properly filed, publicly opened and read aloud on Friday, October 11, 2013, at 10:00 o'clock a.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, by Deputy City Clerk Stacey Dahl and Project Engineer David Ball. Bid representatives were also in attendance. Said bids are as follows:

Gulf Breeze Landscaping, LLC
P.O. Box 347
Gautier, MS 39553
Total Bid Amount: \$430,037.49

Minutes of November 5, 2013
 Mayor and Board of Aldermen

Hemphill Construction Company, Inc.
 P.O. Drawer 879
 Florence, MS 39073
 Total Bid Amount: \$614,335.30

The aforementioned bids were taken under advisement for review and tabulation with a recommendation from Project Engineer David Ball, as follows:



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

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

GR	
SB	SB
DR	
JO	
DB	DB
JaO	
BE	
DO	
MR	
F	

October 17, 2013

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

RE: Hurricane Isaac – Pavement and Sidewalk Repairs
 Long Beach Smallcraft Harbor

Ladies and Gentlemen:

The City received bids for the performance of the referenced project on October 11, 2013 and a certified Bid Tabulation is attached. We received two bids for the work; the low bid was provided by Gulf Breeze Landscaping, LLC. Although we have not worked with them in the Harbor before, we have some prior experience in construction with them. Their bid price appears to be below FEMA's estimate for the work.

Therefore, we recommend award of the referenced contract to Gulf Breeze Landscaping, LLC, in the amount of their bid, \$398,668.69. At your discretion, you may also elect to award either of the Alternate Bid items, neither of which is expected to be FEMA-eligible. The price provided for Alternate No. 1, which is a 24" "flow-through" culvert through the south fishing quay, seems to be a reasonable price for the work. Alternate No. 2, which is for rehab of the striping close to the boat launch, appears to be a high price and I believe the Port Commission would be better served by obtaining that work through other sources. We have also attached a list of references provided by the Contractor for similar projects in other areas.

Sincerely,

David Ball, P.E.

DB:1983
 Enclosure

Minutes of November 5, 2013
Mayor and Board of Aldermen

TABULATION OF BIDS								Page 1 of 1			
CITY OF LONG BEACH											
HURRICANE ISAAC REPAIRS											
LONG BEACH SMALLCRAFT HARBOR											
PAVEMENT AND SIDEWALK REPAIRS											
October 11, 2013											
CONTRACTORS BIDDING:				Gulf Breeze Landscaping, LLC		Hemphill Construction Co., Inc.					
Certificate of Responsibility No.:				07560-SC		02449-MC					
Acknowledgment of Addendum No. 1:				Yes		Yes					
Debarment/Non-Collusion Certification:				Yes		Yes					
MDES Compliance Form:				Yes		Yes					
Bid Bond?				Yes		Yes					
BASE BID											
ITEM DESCRIPTION		PLAN QUANTITY		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION	
400-A	REMOVAL OF PAVEMENT	1,425	S.Y.	\$ 5.00	\$ 7,125.00	\$ 42.00	\$ 59,850.00				
Southern Fishing Quay											
401-A	SELECT SANDY BACKFILL (LVM)	900	C.Y.	\$ 21.50	\$ 19,350.00	\$ 18.00	\$ 16,200.00				
401-B	CLAY GRAVEL BACKFILL (LVM)	400	C.Y.	\$ 67.00	\$ 26,800.00	\$ 21.00	\$ 8,400.00				
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	1,318	S.Y.	\$ 18.65	\$ 21,944.70	\$ 55.25	\$ 72,819.50				
401-E	CLASS "AA" CONCRETE PAVEMENT (FM)	1,318	S.Y.	\$ 72.10	\$ 95,027.80	\$ 65.00	\$ 85,670.00				
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	14	EA.	\$ 100.00	\$ 1,400.00	\$ 15.00	\$ 210.00				
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	19	EA.	\$ 150.00	\$ 2,850.00	\$ 50.00	\$ 950.00				
401-I	SEAL SEAMS/PENETRATIONS IN THE SOUTH BULKHEAD WALL (INTERIOR AND EXTERIOR)	1,238	VLF	\$ 5.25	\$ 6,499.50	\$ 80.00	\$ 99,040.00				
402-A	TRAFFIC STRIPING	1,594	L.F.	\$ 1.00	\$ 1,594.00	\$ 1.20	\$ 1,912.80				
403-A	CHAIN LINK FENCE	300	L.F.	\$ 19.75	\$ 5,925.00	\$ 19.00	\$ 5,700.00				
403-B	GUARD RAIL	305	L.F.	\$ 40.25	\$ 12,276.25	\$ 35.00	\$ 10,675.00				
Parking Lot Repairs											
400-A	REMOVAL OF PAVEMENT	2,972	S.Y.	\$ 13.47	\$ 40,032.84	\$ 16.00	\$ 47,552.00				
401-A	SELECT SANDY BACKFILL (LVM)	50	C.Y.	\$ 15.00	\$ 750.00	\$ 18.00	\$ 900.00				
401-B	CLAY GRAVEL BACKFILL (LVM)	50	C.Y.	\$ 55.00	\$ 2,750.00	\$ 21.00	\$ 1,050.00				
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	2,972	S.Y.	\$ 18.85	\$ 50,375.40	\$ 25.00	\$ 74,300.00				
401-D	4" HOT BITUMINOUS SURFACE COURSE (12.5", MIX., FM)	2,972	S.Y.	\$ 27.60	\$ 82,027.20 *	\$ 24.00	\$ 71,328.00				
401-F	CLASS "C" CONCRETE SIDEWALK (FM)	190	S.Y.	\$ 50.00	\$ 9,500.00	\$ 44.00	\$ 8,360.00				
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	20	EA.	\$ 100.00	\$ 2,000.00	\$ 15.00	\$ 300.00				
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS (IF APPROVED BY THE ENGINEER)	1	EA.	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00				
402-A	TRAFFIC STRIPING	150	L.F.	\$ 1.00	\$ 150.00	\$ 1.20	\$ 180.00				
West Jetty Parking Lot Repairs											
400-A	REMOVAL OF PAVEMENT	67	S.Y.	\$ 5.00	\$ 335.00 *	\$ 25.00	\$ 1,675.00				
401-A	SELECT SANDY BACKFILL (LVM)	50	C.Y.	\$ 15.00	\$ 750.00	\$ 18.00	\$ 900.00				
401-B	CLAY GRAVEL BACKFILL (LVM)	50	C.Y.	\$ 55.00	\$ 2,750.00	\$ 21.00	\$ 1,050.00				
401-C	8" LIMESTONE ROAD BASE RESTORATION (FM)	67	S.Y.	\$ 17.00	\$ 1,139.00 *	\$ 30.00	\$ 2,010.00				
401-D	4" HOT BITUMINOUS SURFACE COURSE (12.5", MIX., FM)	67	S.Y.	\$ 51.00	\$ 3,417.00	\$ 24.00	\$ 1,608.00				
401-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	15	EA.	\$ 100.00	\$ 1,500.00	\$ 15.00	\$ 225.00				
401-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS (IF APPROVED BY THE ENGINEER)	1	EA.	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00				
402-A	TRAFFIC STRIPING	100	L.F.	\$ 1.00	\$ 100.00	\$ 1.20	\$ 120.00				
TOTAL BASE BID				\$ 398,568.69 *		\$ 573,085.30					
ALTERNATE BID NO. 1 - CULVERT "FLOW THROUGH"											
ITEM DESCRIPTION		PLAN QUANTITY		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION	
404-A	INSTALL 24" CULVERT "FLOW THROUGH" AT SOUTHERN QUAY	1	L.S.	\$ 23,300.00	\$ 23,300.00	\$ 40,000.00	\$ 40,000.00				
TOTAL ALTERNATE NO. 1				\$ 23,300.00		\$ 40,000.00					
ALTERNATE BID NO. 2 - ADDITIONAL TRAFFIC STRIPING											
402-B	TRAFFIC STRIPING AT LAUNCH AREA	1	L.S.	\$ 7,980.00	\$ 7,980.00	\$ 1,250.00	\$ 1,250.00				
TOTAL ALTERNATE NO. 1				\$ 7,980.00		\$ 1,250.00					
BASE BID PLUS ALL ALTERNATES				\$ 429,948.69 *		\$ 614,335.30					

* Engineer's Corrected Figure

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.


David Ball, P.E.
Cert. No. 16546
October 16, 2013



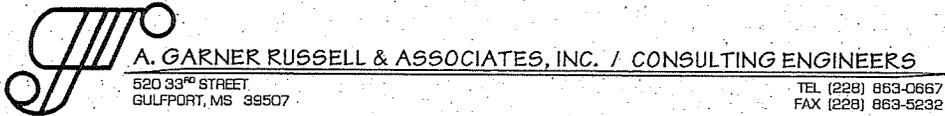
Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to award the contract, Hurricane Isaac Repairs, Long Beach Smallcraft Harbor, Pavement and Sidewalk Repairs, to Gulf Breeze Landscaping, LLC, in the total bid amount of \$398,757.49 as lowest and best bid, excluding Alternate Bids 1 and 2,

Bids for the Long Beach Small Craft Harbor 2009 B.I.G. Improvements – Phase 2 (Re-bid) and the City of Long Beach Bear Bayou Retaining Wall Construction were

Minutes of November 5, 2013
Mayor and Board of Aldermen

taken under advisement for further review and consideration at the next regular meeting, November 19, 2013.

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



November 1, 2013

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

RE: Fuel Pier Replacement RFQ
LB Smallcraft Harbor

Ladies and Gentlemen:

As a part of the launch ramp construction, a visual evaluation of the fuel pier was performed recently. This inspection revealed that the structure of the pier was deficient due to age, which is reasonable considering the pier is the original structure built to serve the fuel facility in the early . Therefore, at the direction of the Harbormaster, we assembled an RFQ for removal and replacement of the pier, which was delivered to each of the contractor's currently under contract for work in the Harbor. We received quotes for the work back from three of the contractors, and have enclosed a tabulation of the quotes hereto, along with a copy of the lowest quote.

The low bid was provided by D&D Constr., Inc., who is currently working on the launch ramp and pier. Although their quote was significantly lower than the other two bidders, they are in a good position to perform the work as it fits smoothly into the remainder of the work they must perform to complete their existing contract. Therefore, we recommend that the City issue a Purchase Order to D&D in the amount of their bid. Although this project is not expected to be funded by any FEMA funds, the Port Commission intends to fund this through Tidelands funds and will also approve this action at their next meeting.

Sincerely,

David Ball, P.E.

DB:2016
Enclosure

Minutes of November 5, 2013
 Mayor and Board of Aldermen

LB HARBOR - FUEL PIER REPLACEMENT
 RFQ RECVD - 10/31/2013

ITEM NO.	ITEM DESCRIPTION	QUANTITY	D&D CONSTR. CO., INC.		K&G CRANE & MARINE SERVICE, INC.		TWIN L CONSTR., INC.	
			BID PRICE	EXTENSION	BID PRICE	EXTENSION	BID PRICE	EXTENSION
1-A	INSTALL 12" PILES	14 EA	\$ 600.00	\$ 8,400.00	\$ 510.00	\$ 7,140.00	\$ 1,575.00	\$ 22,050.00
1-B	WOOD TIMBER SUBSTRUCTURE	1150 BF	\$ 8.00	\$ 9,200.00	\$ 18.00	\$ 20,700.00	\$ 8.50	\$ 9,775.00
1-C	FUEL PIER DECKING & STRINGERS	66 LF	\$ 190.00	\$ 12,540.00	\$ 195.00	\$ 12,870.00	\$ 184.45	\$ 12,173.70
1-D	DEMOLITION	1 LS	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,500.00	\$ 5,500.00
TOTAL BID				\$ 37,640.00		\$ 49,210.00		\$ 49,498.70

Minutes of November 5, 2013
Mayor and Board of Aldermen

PROPOSAL FOR

"REPLACE FUEL PIER"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, receivable until 3:30 P.M, on Thursday, October 31, 2013, we
D & D CONSTRUCTION Co. Inc (Name of Company) residing at
 P.O. Box 359, 9180 Hwy 198, Lucedale, MS 39452 (Company Address), do hereby
 submit this our proposal for furnishing of all labor, tools, and equipment needed to remove and replace
 the fuel pier and other associated work in the Long Beach Smallcraft Harbor as indicated in the Drawings
 and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be
 required to satisfactorily complete this work. This work is only intended to construct the pier and does
 not include any of the fuelling equipment.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) Failure of the Contractor to commence work under the terms of this contract within 30 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (5) All work under this contract must be fully completed within 45 calendar days from the Owner's notification of the issuance of a purchase order. If Contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of fifty dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.
- (9) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

Long Beach Smallcraft Harbor
Fuel Pier Replacement

Page 1 of 3

Minutes of November 5, 2013
 Mayor and Board of Aldermen

CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 1-2) and Technical Specifications (Item 1).

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	INSTALL 12" PILE <i>Six Hundred Dollars & no/100</i> <small>(UNIT PRICE IN WORDS)</small>	14 EA <i>(\$ 600⁰⁰)</i> <small>(UNIT PRICE IN FIGURES)</small>	\$ 8,400 ⁰⁰ <small>(EXTENSION IN FIGURES)</small>
1-B	WOOD TIMBER SUBSTRUCTURE <i>Eight Dollars & no/100</i>	1150 BF <i>(\$ 8⁰⁰)</i>	\$ 9,200 ⁰⁰
1-C	FUEL PIER DECKING & STRINGERS <i>One Hundred Ninety & no/100</i>	66 LF <i>(\$ 190⁰⁰)</i>	\$ 12,540 ⁰⁰
1-D	DEMOLITION <i>Seven Thousand Five Hundred</i>	<i>4 no/100¹</i> LS <i>(\$ 7,500⁰⁰)</i>	\$ 7,500 ⁰⁰
TOTAL PRICE: <i>Thirty Seven Thousand Six Hundred Forty Dollars & no/100</i>		<i>(\$ 37,640⁰⁰)</i>	

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE: 10-31-13

FIRM NAME OF BIDDER: D & D Const. Co. Inc

SIGNED BY (Name & Title): John S. Davis Pres.

Long Beach Smallcraft Harbor
 Fuel Pier Replacement

Minutes of November 5, 2013
Mayor and Board of Aldermen

ADDRESS OF FIRM: P.O. Box 359, 9180 Hwy 198 E

CITY AND STATE: Lucedale, Ms TELEPHONE: 601-947-7521
39452

Minutes of November 5, 2013
Mayor and Board of Aldermen

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PROPOSAL FOR

"REPLACE FUEL PIER"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, receivable until 3:30 P.M, on Thursday, October 31, 2013, we KFG CRANE & MARINE SERVICE INC. (Name of Company) residing at PO BOX 1215, OCEAN SPRING, MS. 39560 (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to remove and replace the fuel pier and other associated work in the Long Beach Smallcraft Harbor as indicated in the Drawings and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work. This work is only intended to construct the pier and does not include any of the fueling equipment.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) Failure of the Contractor to commence work under the terms of this contract within 30 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (5) All work under this contract must be fully completed within 45 calendar days from the Owner's notification of the issuance of a purchase order. If Contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of fifty dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.
- (9) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

Long Beach Smallcraft Harbor
Fuel Pier Replacement

Page 1 of 3

Minutes of November 5, 2013
 Mayor and Board of Aldermen

CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 1-2) and Technical Specifications (Item 1).

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	INSTALL 12" PILE <u>FIVE HUNDRED TEN DOLLARS</u> <small>(UNIT PRICE IN WORDS)</small>	14 EA <u>(\$ 510⁰⁰)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 7,140⁰⁰</u> <small>(EXTENSION IN FIGURES)</small>
1-B	WOOD TIMBER SUBSTRUCTURE <u>EIGHTEEN DOLLARS</u> <small>(UNIT PRICE IN WORDS)</small>	1150 BF <u>(\$ 18⁰⁰)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 20,700⁰⁰</u> <small>(EXTENSION IN FIGURES)</small>
1-C	FUEL PIER DECKING & STRINGERS <u>ONE HUNDRED NINETY FIVE DOLLARS</u> <small>(UNIT PRICE IN WORDS)</small>	66 LF <u>(\$ 195⁰⁰)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 12,870⁰⁰</u> <small>(EXTENSION IN FIGURES)</small>
1-D	DEMOLITION <u>EIGHT THOUSAND FIVE HUNDRED DOLLARS</u> <small>(UNIT PRICE IN WORDS)</small>	1 LS <u>(\$ 8500⁰⁰)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 8,500⁰⁰</u> <small>(EXTENSION IN FIGURES)</small>
TOTAL PRICE: <u>FOURTY NINE THOUSAND, TWO HUNDRED TEN DOLLARS</u> <small>(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)</small>		<u>(\$ 49,210⁰⁰)</u>	

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE: 10/31/2013

FIRM NAME OF BIDDER: REG CRANE & MACHINE SERVICE INC

SIGNED BY (Name & Title): [Signature] VICE PRESIDENT

Long Beach Smallcraft Harbor
 Fuel Pier Replacement

Minutes of November 5, 2013
Mayor and Board of Aldermen

ADDRESS OF FIRM: PO BOX 1215

CITY AND STATE: OCEANSPRING, MS TELEPHONE: 228-381-1661
39566

Long Beach Smallcraft Harbor
Fuel Pier Replacement

Page 3 of 3

Minutes of November 5, 2013
Mayor and Board of Aldermen

October 29, 2013

ADDENDUM NO. 1

CITY OF LONG BEACH, MISSISSIPPI
PROPOSAL FOR "REPLACE FUEL PIER"

This Addendum is hereby made a part of the Contract Documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the space designated in the Bid Proposal. Plan Holders are also requested to acknowledge receipt of this Addendum by signing on the blank provided below and returning via FAX to Engineer, at 228-863-5232.

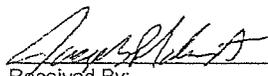
1. Delete Sheets 1 and 2 of the original drawings, and replace with the revised Sheets 1 and 2, dated 10/29/2013, with revisions noted within "clouds".

A. GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS


 _____ 10/29/2013
 David Ball, P.E.



ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1
(Return via FAX to 228-863-5232)



 Received By:

K & G CRANE & MACHINE SVC.
 For: (Name of Company)

DATE RECEIVED: 10/30/2013

Minutes of November 5, 2013
Mayor and Board of Aldermen

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p.1

PROPOSAL FOR

"REPLACE FUEL PIER"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, receivable until 3:30 P.M. on Thursday, October 31, 2013, we
Team L CANA - JMS
P.C. MS (Name of Company) residing at _____ (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to remove and replace the fuel pier and other associated work in the Long Beach Smallcraft Harbor as indicated in the Drawings and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work. This work is only intended to construct the pier and does not include any of the fueling equipment.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, A. Garner Russell & Associates, Inc., at 520 33rd Street, Gulfport, MS, not later than the date and time shown above. Completed proposals may be returned via facsimile (228-863-5232), mail, or hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) Failure of the Contractor to commence work under the terms of this contract within 30 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (5) All work under this contract must be fully completed within 45 calendar days from the Owner's notification of the issuance of a purchase order. If Contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of fifty dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (6) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (7) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final acceptance of the project by the City.
- (8) The price bid shall include any and all applicable taxes or fees, and shall be in full consideration of all expenses incurred in performing the work.
- (9) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

Long Beach Smallcraft Harbor
Fuel Pier Replacement

Page 1 of 3

Minutes of November 5, 2013 Mayor and Board of Aldermen

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p.2

CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 1-2) and Technical Specifications (Item 1).

PRICE:

The successful Contractor agrees to perform all the work described herein, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	INSTALL 12" PILE <i>One thousand five hundred seventy</i> <small>(UNIT PRICE IN WORDS)</small>	14 EA <i>1575.00</i> <small>(UNIT PRICE IN WORDS)</small>	<i>22,050.00</i> <small>(EXTENSION IN WORDS)</small>
1-B	WOOD TIMBER SUBSTRUCTURE <i>Eight 6 8/100</i>	1150 BF <i>8.50</i>	<i>9,775.00</i>
1-C	FUEL PIER DECKING & STRINGERS <i>One hundred eight feet + 45/100</i>	66 LF <i>184.45</i>	<i>12,173.70</i>
1-D	DEMOLITION <i>Five thousand five hundred</i>	1 LS <i>5500.00</i>	<i>5,500.00</i>

TOTAL PRICE:

49,498.70

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

The Contractor shall fully understand that the unit prices are independent to the exact quantities involved. The quantities shown herein are approximate and the Owner uses them for comparison of prices only. The Owner will pay Contractor for the actual quantities of work performed and accepted by Engineer. The Owner may increase, decrease, or omit the scheduled quantities of work with no adjustment to the unit prices.

RESPECTFULLY SUBMITTED:

DATE: 10-31-13

FIRM NAME OF BIDDER: Twin L Const.

SIGNED BY (Name & Title): Pam Adams Office Manager

Long Beach Smallcraft Harbor
Fuel Pier Replacement

Minutes of November 5, 2013
Mayor and Board of Aldermen

Oct 31 13 03:33p Pam

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October 29, 2013

ADDENDUM NO. 1

CITY OF LONG BEACH, MISSISSIPPI
PROPOSAL FOR "REPLACE FUEL PIER"

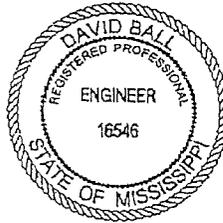
This Addendum is hereby made a part of the Contract Documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the space designated in the Bid Proposal. Plan Holders are also requested to acknowledge receipt of this Addendum by signing on the blank provided below and returning via FAX to Engineer, at 228-863-5232.

1. Delete Sheets 1 and 2 of the original drawings, and replace with the revised Sheets 1 and 2, dated 10/29/2013, with revisions noted within "clouds".

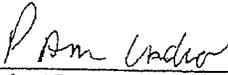
A. GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS

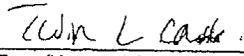

David Ball, P.E.

10/29/2013



ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1
(Return via FAX to 228-863-5232)


Received By:


For: (Name of Company)

DATE RECEIVED: 10-29-13

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to award the contract, Replace Fuel Pier, to D & D Construction Company, Inc., in the amount \$37,640, as lowest and best proposal.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried authorizing advertisement for bids, 2013 Sewer Rehabilitation.

**Minutes of November 5, 2013
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen congratulated Ms. Samantha M. Steele for being selected as the National American Miss Jr. Teen Miss Mississippi.

* * *

There were no additional announcements, presentations, proclamations, or amendments to the Municipal Docket.

* * *

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

PUBLIC COMMENTS PERTAINING TO MATTERS ON THE AGENDA ONLY			
<p>NOTE: All comments <u>shall</u> be directed to the Chairman (Mayor). Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>			
	PLEASE PRINT: NAME / ADDRESS / TELEPHONE	AGENDA ITEM NO.	AGENDA ITEM SUBJECT MATTER
1	GAYLE NOLAN	XI - 3	Request Long Beach Garden Club
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-AGENDA

Minutes of November 5, 2013
Mayor and Board of Aldermen

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the public hearings and regular meeting minutes of the Mayor and Board of Aldermen dated October 15, 2013, as submitted.

Upon discussion and clarification, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated October 24, 2013, as submitted.

Alderman Ponthieux made motion seconded by Alderman Carrubba, for discussion, to approve the regular meeting minutes of the Long Beach Port Commission dated October 17, 2013, as submitted.

Upon further discussion, Alderman Carrubba offered substitute motion seconded by Alderman Parker to approve the aforesaid Port Commission minutes with exception to action taken "to approve an extension of the exclusive gaming rights for an additional five (5) years to February 2, 2021", as requested by Jimmy Levens, Managing Member, Blue Ridge Properties, LLC.

The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary Ponthieux	voted	Nay
Alderman Kelly Griffin	voted	Nay
Alderman Alan Young	voted	Nay
Alderman Leonard Carrubba	voted	Aye
Alderman Mark Lishen	voted	Nay
Alderman Ronnie Hammons, Jr.	voted	Nay

The question having received the Negative vote of a majority of the Aldermen present and voting the Mayor declared the motion NOT CARRIED.

The question on the original motion to approve the Port Commission minutes of October 17, 2013, as submitted was put to a roll call vote by the Mayor and the result was as follows:

Alderman Bernie Parker	voted	Nay
Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard Carrubba	voted	Nay

Minutes of November 5, 2013
Mayor and Board of Aldermen

Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the Affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried and the aforesaid Port Commission minutes approved as submitted.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket Claims Number 110513.

There was no report from the Mayor's Office.

There came on for consideration a letter from Fire Chief George Bass, as follows:

Minutes of November 5, 2013
Mayor and Board of Aldermen

LONG BEACH FIRE DEPARTMENT

645 Klondyke Road
Long Beach, Ms. 39560

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

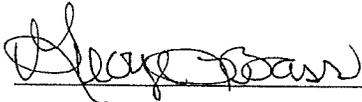
To: Mayor Billy Skellie
Fr: George L. Bass, Fire Chief
Dt: October 23, 2013
Re: Vacation Time

Dear Mayor,

The recent change of the Leave Policy (12.3.1 Vacations) and the review by the City Auditors has resulted in this request concerning my accumulated vacation time. I have accumulated 896 hours of vacation time since 2005. I would like to request these hours be carried over and be applied only and at the time of my retirement. I earn new vacation time on February 1st of each year and it is my intent to use these vacation days during the calendar year in which they are earned until my retirement date. After thirty five years of employment with the City, I have not reached a retirement date at this time.

Thank you for your consideration of this matter.

Sincerely,



George L. Bass
Fire Chief



**Minutes of November 5, 2013
Mayor and Board of Aldermen**

CHANGE SHEET

Rule No.	Date of Change
9.1.1.1 (Added)	09/25/2008
9.3.4 Added Driver/Operator position to Job Classification	12/11/2008
9.3.4 Amended Lieutenant Position to include Driver/Operator	12/11/2008
16.1 General provisions amended (Personnel Evaluation Reports)	03/26/2009
5.2.2 Amended mileage from 50 miles to 75 miles	06/11/2009
12.3.6 Added Workplace/Work-Related Accident with/without Injury Leave	06/25/2009
7.4.1 Increased probationary period from six (6) months to twelve (12) months	01/01/2011
9.3.2.2 Added Bachelor College Degree Educational points	02/24/2011
9.3.2.2 Added Masters College Degree Educational points	02/24/2011
9.3.2.2 Training class deductions concerning College Degree (FD)	07/28/2011
9.3.4 Change Battalion Chief of Training to Division Chief of Training (Name only)	08/08/2012
9.3.4 Change Battalion Chief of Inspections to Division Chief of Inspections (Name only)	08/08/2012
9.3.4 Changed Deputy Chief of Fire Prevention Bureau (FSA-14) to Inactive status	08/23/2012
9.3.4 Changed Deputy Chief of Training (FSA-14) to Inactive status	08/23/2012
5.3.1 Changed Fire Department applicant minimum age from 18 to 21 years of age	02/14/2013
12.3.1 Update Leave Policy C-H	09/26/2013

Minutes of November 5, 2013
 Mayor and Board of Aldermen

Rule 12

Compensation Plan

12.1 General Provisions

12.1.1 The fixing of the compensation of every employee under the provisions of the Civil Service Act shall remain vested in those public officials authorized by law to fix the rate of such compensation.

12.2 Pay Plan

12.2.1 The Commission may, with the approval of the Board of Aldermen, provide a suggested compensation plan for the Classified Services. The plan shall include minimum, intermediate and maximum rates for each grade and class of position, and shall be submitted to the Board annually for approval and adoption.

12.3 Leave Policy

12.3.1 Vacations: Vacation eligibility date shall be the yearly anniversary of the employee's eligibility date, which date shall be defined as vacation expiration date. Vacation must be taken within one (1) year of vacation eligibility date, which date shall be defined as vacation expiration date. For purposes of actual, the vacation year shall be each annual anniversary of date of employment. Vacation is expressed in terms of working days. Vacation for all permanent employees of the City, except part-time employees as defined, and those members of the Fire and Police Departments in administrative positions under Civil Service shall be computed as follows:

<u>Tenure</u>	<u>Salaried Employees</u>	<u>Hourly Employees</u>
One Year Continuous	Five Days	Five Days
Three Years Continuous	Ten Days	Ten Days
Ten Years Continuous	Fifteen Days	Fifteen Days
Fifteen Years Continuous	Twenty Days	Twenty Days
Twenty Years	Twenty Five Days	Twenty Five Days

a. Firefighters (shift personnel only) shall receive vacation based on the following schedule:

<u>Tenure</u>	<u>Vacation</u>
One Year Continuous	Seventy-two Duty Hours
Three Years Continuous	One Hundred Forty-four Duty Hours
Ten Years Continuous	Two Hundred Sixteen Duty Hours
Fifteen Years Continuous	Two Hundred Forty Hours
Twenty Years	Three Hundred Hours

b. Police officers (shift personnel only) shall receive vacation based on the following schedule:

<u>Tenure</u>	<u>Vacation</u>
One Year Continuous	Six Days
Three Years Continuous	Twelve Days
Ten Years Continuous	Eighteen Days
Fifteen Years Continuous	Twenty Days
Twenty Years	Twenty-five Days

Minutes of November 5, 2013 Mayor and Board of Aldermen

- c. All vacation time not used will be lost. Vacation time cannot accumulate. Under extenuating or emergency circumstances, Department Heads can approve requests to carry over unused vacation time on a case by case basis. The circumstance MUST be clearly documented in writing and submitted to the payroll office upon approval. All unused vacation time approved for carry over MUST be used during the 1st quarter of the employee's new vacation year.
- d. Under extenuating or emergency circumstances, Department Heads may carry over unused vacation time upon authorization by the Mayor and with the approval of the Board of Aldermen. The circumstance MUST be clearly documented in writing and submitted to the payroll office upon approval. All unused vacation time approved for carry over MUST be used during the 1st quarter of the employee's new vacation year.
- e. At the discretion of the Department Head, vacation periods may be split in one year.
- f. Pay for all vacation will be based on the rate of pay of the employee at the time of vacation and average scheduled work week while earning vacation.
- g. Employees with more than one year of continuous service shall, upon voluntary retirement or resignation, be paid for all unused vacation, provided two weeks' notice of intention to terminate employment has been given.
- h. All unused vacation credits of employees who die while in the employ of the City shall be paid to the spouse or estate of said individual, according to the laws of the State of Mississippi.

12.3.2 Holidays:

Holidays shall be in accordance with MS State Law (MS Code for Legal Holidays, section 3.3.7) and/or declared by the Governor of the State of Mississippi. All holidays shall be approved by the Governing Authority.

- a. If any legal holiday falls on a Saturday or a Sunday, the designated holiday shall be declared by the Governor of the State of Mississippi and approved by the Governing Authority. If Christmas falls on Saturday, Sunday, or Monday, the designated holidays shall be declared by the Governor of the State of Mississippi and approved by the Governing Authority. Employees whose regularly scheduled day off falls on a holiday shall be entitled to the eight hours straight time holiday pay.
- a. Firefighters shall be compensated at their straight time rate for the time worked on a holiday, plus twelve hours straight time pay, or 24 at ½ time. Police officers shall be compensated at their straight time rate for the time worked on the holiday, plus six hours straight time pay or 12 at ½ time.
- b. If any legal holiday falls within a scheduled vacation period, one additional day of vacation shall be granted, or pay for that day, in the case of firefighters and police officers.
- c. Employees must work, unless sick, their work day before a holiday and the day after a holiday, in order to be paid for the holiday.

12.3.3 Sick Leave

- a. Sick Leave shall be earned by all full time employees in the City Service. Time worked under emergency, temporary or seasonal appointment, when followed immediately by permanent appointment, shall, upon recommendation of the Department Head, be included in computing length of continuous service.

**Minutes of November 5, 2013
Mayor and Board of Aldermen**

- b. Sick Leave shall be granted to an employee who is incapacitated by sickness or injury. Sick leave shall also be granted when, through exposure to contagious disease, the presence to the employee at work would jeopardize the health of others Certification by a physician must be presented before this is granted.
- c. Calculation of sick leave for all eligible employees shall be unlimited.
- d. One day of credit for sick leave will be allowed for each calendar month of continuous service in which the employee has worked or had been paid vacation for three (3) full work weeks of each month. A full work week shall be defined as follows:
 - Firefighter: 48 hours
 - Police Officer: 48 hours
 - All Others: 40 hours
- e. Sick leave shall not be allowed in advance of being earned. If an employee does not have sufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be granted in advance or in anticipation of future sick leave credits. In such cases, payroll deduction will be made for period during which the absence occurred, provided that unused vacation leave may be used for this purpose if the employee so elects in writing. If an employee exhausts all sick, vacation and donated leave credits, salary and all benefits including, but not limited to health insurance program, retirement plan, etc will cease subject to only the provisions as provided by FMLA.
- f. Sick leave accumulated by employees shall be credited to the employee's personnel record
- g. In order to qualify for sick leave, all employees must comply with the following conditions.
 - (1) The employee shall notify immediate supervisor before time to report to work, unless hospitalized, on any day of absence due to accident or illness.
 - (2) After three (3) consecutive days of absence, a physician's certificate must be furnished by an employee to the immediate supervisor. At the discretion of the Department Head, a medical certificate may be required after an absence of one day.
 - (3) Such medical certification must be forwarded to the Payroll Department when time and attendance reports are submitted. The medical certificate shall be retained by the Payroll Department as a permanent record of the employee.
- h. Upon termination of employment with the City for retirement, resignation, layoff, or termination for cause, an employee shall have no claim for accumulated sick leave. This is for gratuity to be paid only during the employee's sickness or accident while in the employment of the City.
- i. Sick leave shall be certified by the Department Head upon payroll forms at the end of each payroll period. Records of sick leave accumulated and used shall be available to employees and shall be maintained by the payroll department.
- j. An absence of four hours shall count as one-half of a day of sick leave. Absences between four and eight hours shall count as one full day of sick leave. For firefighters, twelve hours shall be considered as one day of sick leave; six hours for police officers.
- k. Sick leave may be taken where the presence of the employee is actually required by the sickness of a member of the immediate family of the employee. The same conditions as outlined in paragraph (g) shall be followed.

**Minutes of November 5, 2013
Mayor and Board of Aldermen**

12.3.3.1 Donation of Sick Leave Policy

- a. For the purpose of this policy, a "catastrophic illness or injury" means a severe condition or combination of conditions affecting the mental or physical health of an employee or a member of an employee's immediate family that requires the services of a licensed physician for an extended period of time and that requires the employee to exhaust all leave time that the employee has earned and that would cause the employee to lose compensation from the City.
- b. "Immediate family" means spouse, parent, stepparent, sibling, child or stepchild.
- c. For the purpose of this policy, the official time records, i.e. Annual Leave, sick leave, and compensation leave will be maintained by the City Payroll Clerk. A uniform form shall be executed by the employee donating the leave (the donor employee) that shall be filed with the Payroll Department, a copy being placed in the file of the donor and recipient.
- d. The employee donating the leave (the donor employee) shall designate the employee who is to receive the leave (The recipient employee) with the amount of annual, sick or compensation leave that is to be donated. This shall be indicated on a form provided and filed with the Payroll Department. The Payroll Department shall then notify the donor's supervisor of his/her designation. The payroll Department shall also notify the recipient's supervisor of the amount of leave that has been donated. The supervisor shall then advise the recipient of the fact relative to the donation of the leave.
- e. The maximum amount of earned annual leave that an employee may donate to another employee may not exceed a number of days that would leave the 'donor employee' with fewer than seven (7) days of annual leave left in the leave account of the "donor employee", and the maximum amount of earned sick leave that a "donor employee" may donate to any employee may not exceed fifty percent (50%) of the earned sick leave of the "donor employee"
- f. Before a recipient employee may receive "donated leave," he/she must have exhausted all earned annual and sick leave prior or becoming eligible to receive donated leave.
- g. Prior to an employee receiving donated leave, he or she must provide the Payroll Department a detailed physician's statement that reflects the following, to-wit;
 1. State the beginning date of the catastrophic illness or injury.
 2. A description (in detail) of the illness or injury.
 3. A prognosis for recovery.
 4. The anticipated date the employee will be able to return to work.
- h. In the event the total amount of leave that has been donated in not utilized by the "recipient employee", the donated leave not used shall be returned to the "donor employees" on pro rata basis, based on the ration of the number on days of leave donated by each "donor employee" to the total number of days of leave donated by all donor employee.

12.3.3.2 Donation of Leave for Maternity

- a. If an employee has used all accumulated sick and annual leave during pregnancy, miscarriage, childbirth and recovery, the employee may have a maximum of thirty (30) days of sick/annual days of leave donated by fellow employees at the termination of the pregnancy.
- b. This donated time will run in conjunction with the time designated in the FMLA, thus total time will not exceed the FMLA requirements.
- c. The employee will continue seniority rights, but will not accumulate annual or sick leave during the donated leave time.

**Minutes of November 5, 2013
Mayor and Board of Aldermen**

12.3.4 **Leave of Absence**

- a. Civic Leave: an employee who is required to serve as juror, or to attend court as a witness, or attend a coroner's inquest as a witness, shall be excused from work for the day's service which otherwise would have been worked, at the regular straight time rate less the amount received by the employee for jury service. An employee will present proof of service or reporting for service by the court any time prior to 12:00 noon. An employee shall report to work within one hour after being released by the court.
- b. Educational Leave: After favorable recommendation from the Department Head, the Governing Authority may grant leave so that an employee may obtain, on behalf of profession with the City, advanced training. The Governing Authority and the Department Head shall determine the number of days of leave to be granted.
- c. Injury Leave: An employee shall, in accordance with prescribed procedures, prepare and immediately file a report of any accident or injury suffered by the employee in the line of duty, which is the basis for injury leave used. An employee on injury leave shall submit to examination at any reasonable time by any qualified doctor designated by the City, and injury leave shall be terminated if such examination is refused, or at any time such an examination reveals that the employee is no longer incapacitated from performing any duties required by the City. An employee who abuses the privileges of injury shall be subject to suspension, other disciplinary action, or discharge.

When a full time employee is injured in the line of duty, the employee may use any accumulated sick leave or earned vacation time. When vacation days and sick leave days have expired, the City will cease paying the employee's salary, and benefits including, but not limited to health insurance program, retirement, etc. and the employee will begin to receive workmen's compensation benefits only. This applies to each injury an employee may sustain.

The Governing Authority may grant extended sick leave or injury leave in cases where line of duty accidents cause excessive medical problems; although if all sick leave and vacation have been exhausted, no salary or benefits would be due the employee subject to only the provision as provided by FMLA; The extended leave can be granted without loss of seniority.

- c. Military Leave: "Armed Forces" is defined to include Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Enlisted Reserve Corps, the Marine Corps Reserves, and the Coast Guard Reserve.

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Permanent employees of the City who are members of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of service or annual leave when engages in the performance of official duty or training under competent orders in this State or in the United States. While on such leave, the employee shall be paid a regular salary. Military leave shall not exceed a total of fifteen (15) working days in any one calendar year. Full service credit with the department is to be allowed permanent full time employees for time spent in the active military service, provided that the employee goes directly from department employment into military service, and makes application for re-employment within ninety (90) days, and reports for work within ninety (90) days after being released under honorable conditions from such military service.

It shall be the policy of the City to guarantee that permanent employees, who volunteer, or are called for active military service during a national emergency, shall have a position, upon return to civilian status, which is equal to the one they left, provided that the requirements set forth in the above paragraph are met.

- e. Maternity Leave: Leave caused or contributed to by pregnancy, miscarriage, childbirth and recovery from is, for all job related purposes, temporary leave and will be treated as such in accordance with present sick leave policies. An employee requiring a leave of absence for any of the above mentioned forms of temporary leave may use accumulated sick leave for such reasons. If all accumulated sick leave is used, vacation leave may be used.

12.3.5 Leave of Absence Without Pay

- a. Accommodation Leave: an employee wishing to attend to personal business or observe a national holiday not recognized by the City may, at the discretion of the Department Head, be granted such leave, not to exceed five (5) calendar days in one calendar year.
- b. City Leave: An employee who has a legitimate reason my request leave. Upon favorable recommendation by Department Head of employee, the Governing Authority may approve the request, if it is in the interest of the City. This leave shall not exceed thirty (30) calendar days in one calendar year, and service credit shall be granted for the time of the leave. During this time, sick leave shall not accumulate.

12.3.6 Workplace/Work-Related Accident with/without Injury Leave

- a. In the event of any workplace or work-related accident, the employee shall, in accordance with prescribed procedures, **immediately** notify their supervisor at which time a **Report of First Injury** will be noted by the supervisor. The employee will be required to report to the appropriate medical facility for the time of day, to be examined for injury and submit to a drug /alcohol test. The employee will be taken to the medical facility by the supervisor or his designee. If the employee refuses to submit to a medical examination and/or a drug/alcohol test, he/she shall be subject to disciplinary action, which may include suspension or discharge.

Chief George Bass came forward to address the Mayor and Board of Aldermen stating that, due to the extenuating and emergency situations arising in the aftermath of Hurricane Katrina, he was unable to utilize all of his annual leave due to additional duties performed as Civil Defense Director and FEMA/MEMA Applicant's Agent.

It was noted for the record that the 896 hours of annual leave were accumulated by Chief Bass prior to changes in the Civil Service Rules.

Upon discussion, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the request as set forth above due to the

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extenuating and emergency situations arising in the aftermath of Hurricane Katrina, stipulating that the 896 hours of accumulated annual leave shall only be utilized for retirement purposes and/or time off and will not be paid to Chief Bass.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Hammons made motion seconded by Alderman Ponthieux and unanimously carried to approve Police Department personnel matters, as follows:

- Stop FTO pay, Police Officer 1st Class Michael Burkett, effective October 16, 2013;
- Stop FTO pay, Police Officer 1st Class Clark Ladner, effective October 16, 2013;
- Step Increase, Police Officer 1st Class Justin Ford, PS-9-II, effective November 1, 2013;
- Step Increase, Police Sergeant Daniel Pavolini, PS-11-IV, effective November 1, 2013.
- Based upon the recommendation of Police Chief Wayne McDowell and acceptance of recommendation by Sergeant Stephanie Stewart, Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to uphold the disciplinary action taken against Sergeant Stewart, for three (3) days suspension with the option to forfeit accrued time and loss of take home vehicle privileges until further notice for departmental policy violations.

Based upon the recommendation of Library Director Jeannie Ripoll and certification by the Civil Service Commission, Alderman Hammons made motion seconded by Alderman Ponthieux and unanimously carried to approve a Library personnel matter, as follows:

- Promotion, Assistant Librarian Rebecca Sanzin, CSA-5-III, effective November 1, 2013.

There came on for consideration additional CDBG funding for the Fire Station #2 Project and a letter with attachments from Assistant Fire Chief Mike Brown, as follows:

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LONG BEACH FIRE DEPARTMENT

Assistant Chief Mike Brown

*645 Klondyke Road
Long Beach MS 39560*

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

To: Becky Schruff, City Clerk
Fr: Mike Brown, Assistant Fire Chief
Dt: 10/28/2013
Re: Fence Quotes

Becky,

Attached you will find the required three quotes for the fencing at station 2. After reviewing these quotes, we recommend awarding the contract to Mike Paola Fencing, which is the lowest quote. According to the quote the fencing and staining will be conducted in two phases, with each phase being turned in for payment after the work has been completed.

Thank You,
Mike Brown



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P.F.C.
PERRONNE FENCE & CONSTRUCTION CO.
20475 Bond Rd.
Saucier Ms. 39574

Proposal Submitted To:
LONG BEACH FIRE DEPT.
Street: 2ND STREET

Phone: 228-697-2115 Date: 10-22-13

Job Name: PRIVACY FENCE
Job Location: LONG BEACH

JOB DESCRIPTION PART 1: 129' OF 6' PRIVACY FENCE (SHADOWBOX) WITH (2) 4' WALK GATES. FENCE IS TO BE INSTALLED ON THE WEST SIDE OF FIRE STATION.

JOB DESCRIPTION PART 2: (EAST SIDE SEPARATING DARWELL'S CAFE FROM FIRE DEPT.) 200' OF TOTAL PRIVACY FENCE, 130' OF 6' THEN GRADUALLY REDUCE TO 4' PRIVACY FENCE TO CONTINUE FOR 50' FENCE WILL THEN MAKE A 45 DEGREE TOWARD FIRE DEPT. AND CONTINUE FOR AN ADDITIONAL 20' OF 4' PRIVACY

PERRONNE FENCE P.F.C. IS CONTRACTED TO RETURN ON A LATER DATE (AFTER WOOD DRIES) OR WHENEVER CONTACTED VIA EMAIL OR PHONE TO SPRAY A COMMERCIAL GRADE "RED CEDAR TONE" SEALANT ON ALL FENCING SAID ABOVE IN JOB DESCRIPTION PART 1 AND 2

We propose, to furnish labor and materials in complete accordance with the above specifications.

materials:	\$ 2,850.00
labor:	\$ 1,845.00
gates:	\$ 150.00
fence total due:	\$ 4,845.00

continued on page 2 >>>>>

pg 1 of 2
pg 2 of 2

Total 5,878.⁷⁵

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****fence is to be sealed "red cedar tone" commercial grade sealant****
total sealant cost is listed below:

129' of shadowbox privacy fence \$483.75
200' of original privacy fence \$550.00

****Price includes materials and labor for sealant, payment for sealant is due AFTER fence has had sealant completed, NOT due after fence completion****

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted.

Date / / _____

Signature _____

www.perronnefenceandcontracting.com
www.perronnesfence@yahoo.com

228-806-9501
228-806-9498

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B & B SERVICES OF SOUTH MS., LLC.
 P.O. BOX 205
 LONG BEACH, MS 39560

ESTIMATE

Date	Proposal #
10/22/2013	189

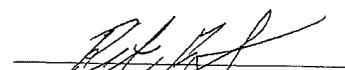
Name / Address
CITY OF LONG BEACH FIRE DEPT KLONDYKE RD LONG BEACH, MS 39560

Description	Project
	FENCE
	Total
FURNISH & INSTALL 265' OF 6' HIGH CEDAR SHADOW BOX FENCE	
FURNISH & INSTALL 70' OF 4' HIGH CEDAR SHADOW BOX FENCE	
INSTALL (2) 4' WALK THROUGH GATES	
PAINT/SEAL ALL FENCE	
LABOR	1,995.00T
MATERIALS	7,086.21T
REGULAR SALES TAX	635.68

ROBERT H BATES, JR

Total	\$9,716.89
--------------	------------

Phone #	Fax #	State License
228-596-7739	228-822-0651	R16209


 Signature (Authorized Agent)

Based upon the recommendation of Chief Brown, Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to take action as follows:

- rescind the action taken on October 1, 2013, awarding the fence proposal to Mike Paola Fencing; and
- to reject all fence proposals submitted for consideration on October 1, 2013.

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Upon further discussion, Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to award the new fence proposal as submitted by Mike Paola Fencing in the amount of \$5,857.23.

There came on for consideration additional CDBG Funding, Town Green Project, and proposals for a LED event sign, as follows:

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William Skellie, Jr.

From: Mark Lishen [mlishen@eleyguildhardy.com]
Sent: Wednesday, October 30, 2013 11:52 AM
To: 'WILLIAM SKELLIE, JR.'; charlene
Subject: Long Beach Town Green LED Signage
Attachments: Long Beach Town Green LED Sign Price Package.pdf

Mayor: Please find attached the LED Sign Quote Package for the Town Green Project.

Based upon my conversation with each company, I am prepared to select Lightning Quick Signs from Waveland, MS as the company we should contract with. Even though Lightning Quick Signs is \$42.70 higher than Signs Plus, I feel that their Watchfire LED display is superior to the Vantage LED Display. In addition, they offer Lifetime Technical Support.

In my opinion, the Lightning Quick Signs LED signage is a better quality sign for the additional \$42.70.

Please call if you have any questions.

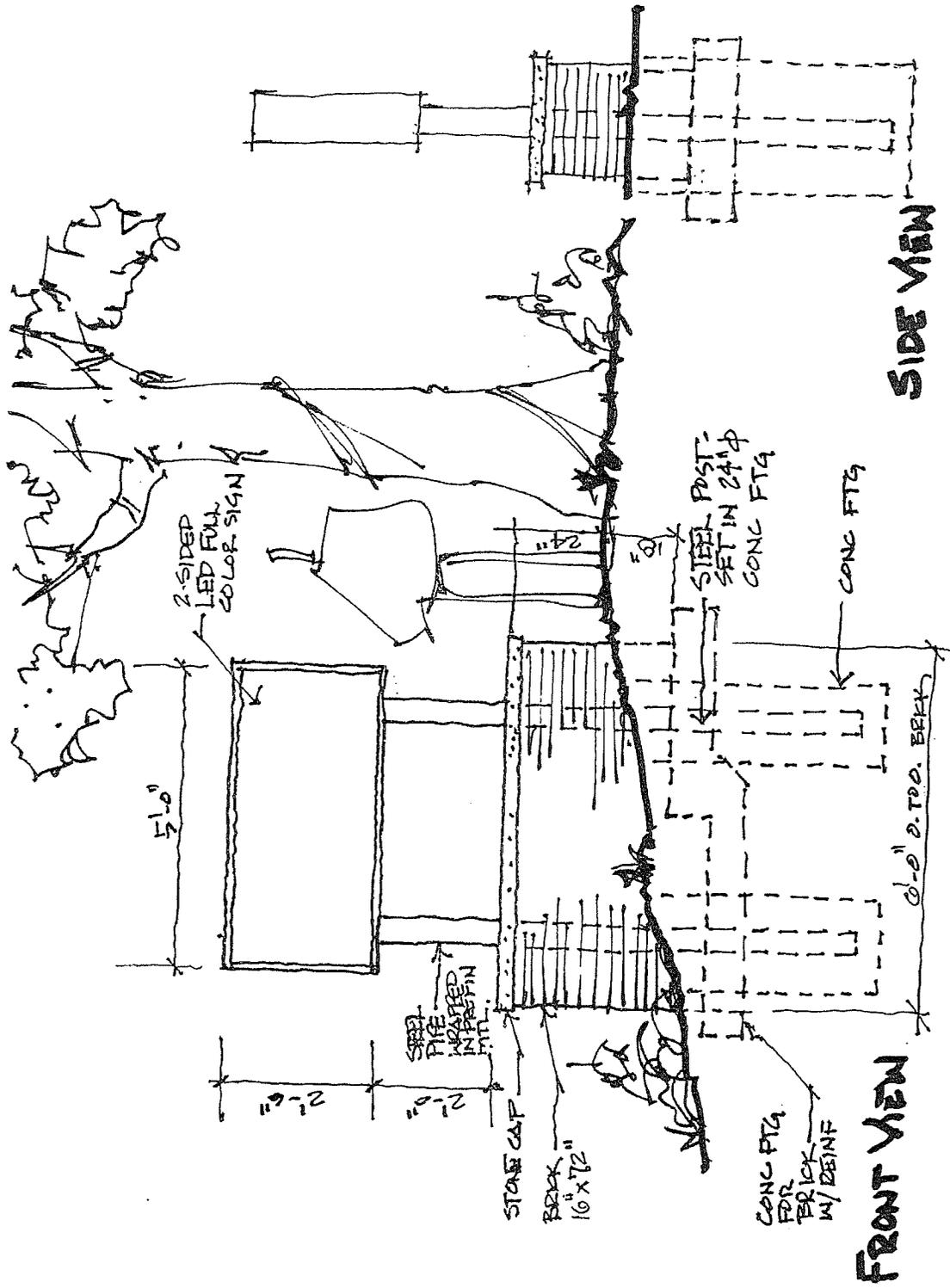
Mark E. Lishen, AIA, LEED AP
Principal

Eley Guild Hardy Architects PA

1091 Tommy Munro Drive
Biloxi, Mississippi 39532
T 228.594.2323
F 228.594.2223
www.eleyguildhardy.com

Please consider the environment before printing this e-mail

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CLIENT: City of Long Beach

ADDRESS:

DATE: 10-17-2013

SALES REP:
DANNY STORONSKY
 signsplusinc@cableone.net

GRAPHIC DESIGNER:
ADAM P. MASON
 adam@signsplusinc@cableone.net

NOT MATCH THE PMS CHIP, VINTA, OR PAINT COLORS EXACTLY (VIEWED FOR COLOR REPRESENTATION ONLY).

Note: Signs Plus Inc. is to use existing steel support pole if adequate. Estimated as provided in sign by order. See sign by order for details. See sign by order for details. See sign by order for details. See sign by order for details.

Approved Signature: _____

Approved Date: / /

signs plus
COMMERCIAL SIGNAGE & GRAPHICS

15132 DOSSAULT ROAD • SUITE 1001 • MS 39563
 Phone: 778.837.4524 • Fax: 778.837.4874

LEGAL NOTICE: All images, drawings, etc. either transmitted electronically, transferred by hand, or resulting on the SIGN PLUS, INC. website are to remain the exclusive property of signs plus, inc. This is an unpublished drawing submitted for review. This design has the monetary value of \$300.00 and this amount will be charged to anyone who uses, reproduces or exhibits in any form, without a written authority of a designated officer of SIGNS PLUS, INC.

20mm Pitch

20mm RGB double face
 Phoenix Series 51
 LED Message Board
 Actual cabinet size 2'10" x 56"
 Actual viewable area 2' 7 1/2" x 53"

.063 alum. skirt (color TBD)

6" SCH 40 steel pole

Clay Pavers
 Bourbon Street Mortar Grey
 18" x 74" x 3"

Burgundy smooth faced brick w/ Georgia red mortar

Ground level

2' x 16" concrete footer

Electrical Conduit 120v 20amp

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signs plus
 Your Full Service Sign Company, Inc.
228.832.4634

Phone: 228-832-4634 Fax: 228-832-4674	15132 Dedeaux Road Gulfport, MS 39503
--	--

Estimate

Date	Estimate No.
10/17/2013	1400

Name/Address

The City of Long Beach
 PO Box 929
 Long Beach, MS 39560

Project Name
Town Green

Item	Description	Qty	Rate	Total
LED BOARD	Receive and inspect and install 1 - 2'-7-1/2" x 5'-3", double sided Vantage Phoenix Series 51 Full Color LED Display: Specification: Physical Pixel Pitch-20mm Physical Matrix-40x80 LED's Per Pixel-3 LED Color-RGB Full Color Cabinet Dimensions- 2'-10-1/2" x 5'-6" Total Square Feet-15.8 Color Capability-281 Trillion Viewing Angle-160 degrees horizontal Brightness->= 10,000 NITS Number of Lines- 5 Min. Character Height - 5.5" Characters Per line-13 Wireless Ethernet Kit Cabinet Construction-Powder Coated Galvanized Iron Temperature Probe Includes: 5 year On Site labor Warranty 5 year Parts Warranty .063 black aluminum panels for both ends of LED board Note: Vantage will create graphics for The City of Long Beach for (1) year at	1	16,776.00	16,776.00

Subtotal
Sales Tax (7.0%)
Total

A 60% deposit is required on all LED message centers and 40% due at time of completion.

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signs plus
Your Full Service SIGN Company, Inc.
228.832.4634

Phone: 228-832-4634 15132 Dedeaux Road
Fax: 228-832-4674 Gulfport, MS 39503

Estimate

Date	Estimate No.
10/17/2013	1400

Name/Address

The City of Long Beach
PO Box 929
Long Beach, MS 39560

Project Name
Town Green

Item	Description	Qty	Rate	Total
	no charge from time of purchase.			
ALUMINUM	Fabricate and install 1 - 16" x 72" x 5' .063 Aluminum skirt to be constructed of 1-1/2" x 1-1/2" aluminum angle, to have a stucco/dryvit finish, color TBD by client.	1	1,976.00	1,976.00
ELECTRIC...	Electrical hook up and running of line.	1	2,000.00	2,000.00
PIPE	2 - 6" Sch 40 10' pipe	2	293.00	586.00
MORTAR	6 - 70 pound bags of Georgia Red Brick Mortar	6	21.00	126.00
MORTAR	2 - 50 pound bags of Grey Paver Mortar	2	17.00	34.00
BRICK	500 Piece #118 Burgundy Smooth Face Brick	1	500.00	500.00
CLAY PAV...	54 Piece Bourbon Street Clay Pavers	1	115.00	115.00
CONCRETE	3 yards of 3000 PSI concrete 2' x 16" concrete footer	3	220.00	660.00
TRACK HOE	Track Hoe and Excavation	1	450.00	450.00
LABOR	Brick Labor and Clay Paver	16	42.00	672.00
LABOR	Footing	4	14.50	58.00
LABOR	Setting Poles	5	42.00	210.00
LABOR	Pouring Concrete	5	42.00	210.00
LABOR	Construction of Sign Structures	32	25.65	820.80
LABOR	Track Hoe and Excavation	3	14.50	43.50

Subtotal	\$25,237.30
Sales Tax (7.0%)	\$0.00
Total	\$25,237.30

A 60% deposit is required on all LED message centers and 40% due at time of completion.

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Lightning Quick Signs, LLC
208 Hwy 90
Waveland, MS 39576
Ph: (228) 467-1718
FAX: (228) 466-9842
Email: sales@lqsigns.com
Web: www.lqsigns.com

Estimate #: 12633

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Created Date:	10/22/2013 3:19:20PM	Prepared For:	City Of Long Beach
Salesperson:	House Account	Contact:	Mark Lishen
Email:		Office Phone:	(228) 594-2323
Phone:	N/A	Office Fax:	(228) 594-2223
Fax:	N/A	Email:	mlishen@eleyguildhardy.com
Entered by:	Gary Knoblock	Address:	P.O. Box 929 Long Beach, MS 39560

Description: Watchfire 19mm color LED sign, with brick base, 3' x 5'

		Quantity	Unit Price	Subtotal
1	Product: Misc Description: Misc * 1 Ea., Watchfire LED sign, 41" x 5' 3" overall size, 48 x 80 matrix, Viewing area 3' x 5'. Color 1.15 Quinillion color capability, animated graphics and text, Ignite Graphics Software, Brightness: day 10,000nits, night 750 nits max. auto diming. Power usage: 5 amps per face, 10 amps total, 20 amp circuit needed located at base of sign., power usage per day \$0.43 per day.	1	\$20,300.00	\$20,300.00
1.A	Product: Installation of Non-Electric Signs Description: Setting of poles (4" x 4" x .25 wall steel tubing), concrete and rebar, 3000 lb concrete. 24" augured holes, 4' deep with rebar cages. Will need 24" sonitubes. Lq signs will make final Electrical connection and will install radio antenna on building. CITY OF LONG BEACH MUST PROVIDE A COMPUTER TO LOAD SOFTWARE. * 8 hr of Install Time. * Using a Crew of 2 Personnel.	1	\$1,900.00	\$1,900.00
2	Product: Misc Description: Misc * 1 Ea., Masonry materials around poles, with concrete cap.	1	\$720.00	\$720.00
3	Product: Misc Description: Misc * 16 Ea., Masonry Labor	16	\$22.50	\$360.00
4	Product: Misc Description: Misc * 1 Ea., Electrical from Light pole on plan E002. 20 amp Circuit to base of sign, with a 8' grounding rod (copper) to bond sign and test under 10 ohms. Approximately 30-40 feet from light pole to sign base.	1	\$2,000.00	\$2,000.00

Estimate Total:	\$25,280.00
Subtotal:	\$25,280.00
Total:	\$25,280.00

Payment Terms: Net 15; Balance due in 15 days.
REMIT TO: Lightning Quick Signs, LLC
208 Hwy 90
Waveland, MS 39576
email: cindy@lqsigns.com

Client Reply Request

Estimate Accepted "As Is". Please proceed with Order. Other: _____

Changes required, please contact me. SIGN: _____ Date: / /

Print Date: 10/23/2013 5:28:21PM
SYSTEM:Estimate_Estimate01

Premier Designs and Signage Solutions for the Entire Mississippi Gulf Coast

Based upon information submitted by Alderman Lishen, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to award the proposal as submitted by Lightning Quick Signs, LLC, in the amount of \$25,280.00, as lowest and best bid.

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

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

520 33RD STREET
GULFPORT, MS 39507

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

October 28, 2013

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

RE: **Linda Lane Water Main Replacement
Final Acceptance – A&C Industrial, Inc.**

Gentlemen:

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

1. Change Order Number 3 (Final), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of \$1,214.85. The final amount of the contract is \$182,235.75.
2. Application for Payment Number 6 (Final), in the amount of \$12,413.27, bringing the total of all payments to the amount of \$181,219.50. The contractor was charged \$1,016.25 for RPR overtime hours accrued.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Certificate of Substantial Completion.

Sincerely,

Joe Culpepper, P.E.

JO/sl: 1971
Enclosures

O:\1971\20131028 Re Final Acceptance A&C.doc

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Change Order
No. 3 Final

Date of Issuance: 10/24/2013 Effective Date: 10/29/2013
Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
Contract: Linda Lane Water Main Replacement Date of Contract: 2/5/2013
Contractor: A&C Industrial Inc. Engineer's Project No.: 1971

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

Description:

- 1. Adjust quantities to reflect final field conditions.
- 2. Additional 25 calendar days due to delays per attached letter from contractor.

Attachments: (List documents supporting change):

- 1 Contractor's letter claiming additional delays.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$176,660.81
(Increase) In Contract Price from previous Change Orders No. n/a to No. n/a
\$4,360.09
Contract Price prior to this Change Order: \$181,020.90
(Increase) In Contract Price due to this Change Order: \$1,214.85
Revised Contract Price incorporating this Change Order: \$182,235.75

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 90 Calendar days
Substantial completion (days or date): 6/15/2013
Ready for final payment (days or date): _____
Change in Contract Time from previous Change Orders No. n/a to No. n/a
Substantial completion (days or date): 28
Ready for final payment (days or date): _____
Contract Times prior to this Change Order: 7/13/2013
Substantial completion (days or date): 7/13/2013
Ready for final payment (days or date): _____
(Increase) In Contract Time due to this Change Order: 25
Substantial completion (days or date): 25
Ready for final payment (days or date): _____
Contract Times incorporating this Change Order: 8/7/2013
Substantial completion (days or date): 8/7/2013
Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: [Signature]

By: [Signature]

By: _____

Date: 10/29/13

Date: 10/25/13

Date: _____

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NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
010-A	MOBILIZATION	1 L.S.	\$21,258.25	\$21,258.25	0	\$0.00	1	\$21,258.25
100-A	8" WATER MAIN, PVC OR DUCTILE IRON	1,850 L.F.	\$19.17	\$35,464.50	(69)	(\$1,322.73)	1,781	\$34,141.77
100-B	4" WATER MAIN, PVC OR DUCTILE IRON	780 L.F.	\$14.16	\$11,014.80	17	\$240.72	797	\$11,255.52
100-C	DUCTILE IRON FITTINGS	2,010 TON	\$5,380.50	\$10,761.00	0.263	\$1,435.07	2,269	\$12,196.07
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN-PLACE	2,500 L.F.	\$0.32	\$800.00	(2500)	(\$800.00)	0	\$0.00
100-E	DISPOSAL OF ASBESTOS-CEMENT WATER MAIN	50 L.F.	\$7.39	\$369.50	(50)	(\$369.50)	0	\$0.00
110-A	8" GATE VALVE WITH BOX	4 EA	\$1,141.51	\$4,566.04	0	\$0.00	4	\$4,566.04
110-B	4" GATE VALVE WITH BOX	2 EA	\$722.68	\$1,445.36	2	\$1,445.36	4	\$2,890.72
120-A	2" FLUSHING VALVE WITH CONCRETE PAD	2 EA	\$923.13	\$1,846.26	0	\$0.00	2	\$1,846.26
120-B	FIRE HYDRANT WITH VALVE, LESS THAN 3' BURY	1 EA	\$316.50	\$316.50	(1)	(\$316.50)	0	\$0.00
120-C	FIRE HYDRANT WITH VALVE, 3' TO 5' BURY	3 EA	\$3,359.12	\$10,077.36	1	\$3,359.12	4	\$13,436.48
120-C	FIRE HYDRANT WITH VALVE, GREATER THAN 5' BURY	0 EA	\$316.50	\$0.00	0	\$0.00	0	\$0.00
130-A	LOCATE AND CONNECT TO EXISTING 2-1/2" WATER MAIN AT KLONDYKE RD	1 L.S.	\$1,002.25	\$1,002.25	0	\$0.00	1	\$1,002.25
130-B	LOCATE AND DISCONNECT EXISTING WATER MAIN	2 EA	\$316.50	\$633.00	2	\$633.00	4	\$1,266.00
130-C	8" X 8" TAPPING ASSEMBLY	2 EA	\$2,495.08	\$4,990.16	0	\$0.00	2	\$4,990.16
140-A	3/4" TAPPING ASSEMBLY	30 EA	\$437.15	\$13,114.50	(22)	(\$9,017.30)	8	\$1,097.20
140-B	1-1/2" TAPPING ASSEMBLY	21 EA	\$266.92	\$5,605.32	2	\$533.84	23	\$6,139.16
140-C	3/4" WATER SERVICE ASSEMBLY	51 EA	\$232.10	\$11,837.10	2	\$464.20	53	\$12,301.30
140-D	3/4" WATER LINE BORED UNDER PAVEMENT	250 L.F.	\$17.30	\$4,325.00	(71)	(\$1,228.30)	179	\$3,096.70
140-E	1-1/2" WATER LINE BORED UNDER PAVEMENT	225 L.F.	\$17.67	\$3,975.75	29	\$512.43	254	\$4,488.18
140-F	LOCATE AND CONNECT TO EXISTING WATER SERVICE	51 EA	\$168.80	\$8,608.80	3	\$506.40	54	\$9,115.20
500-A	PIPE BEDDING/FOUNDATION MATERIAL	150 C.Y.	\$1.11	\$166.50	(150)	(\$166.50)	0	\$0.00
500-B	SELECT SANDY BACKFILL	500 C.Y.	\$1.06	\$530.00	(300)	(\$318.00)	200	\$212.00
500-C	GEOTEXTILE FABRIC	250 S.Y.	\$0.37	\$92.50	(250)	(\$92.50)	0	\$0.00
510-A	8" LIMESTONE ROAD BASE RESTORATION	150 S.Y.	\$3.17	\$475.50	392	\$124.26	189.2	\$599.76
510-B	2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (5T-12.5mm)	150 S.Y.	\$6.33	\$949.50	50.3	\$318.40	200.3	\$1,267.90
510-C	CONCRETE DRIVE RESTORATION	150 S.Y.	\$6.33	\$949.50	1.1	\$6.96	151.1	\$956.46
510-D	CONCRETE CURB & GUTTER RESTORATION	100 L.F.	\$5.28	\$528.00	166	\$876.48	266	\$1,404.48
510-E	SAWCUT JOINT	1,134 L.F.	\$1.58	\$1,791.72	(496.6)	(\$784.63)	637.4	\$1,007.09
510-F	GRANULAR DRIVE RESTORATION	0 S.Y.	\$4.22	\$0.00	0	\$0.00	0	\$0.00
510-G	12" CULVERT RESTORATION	32 L.F.	\$8.44	\$270.08	(32)	(\$270.08)	0	\$0.00
510-H	24" HDPE CULVERT RESTORATION	20 L.F.	\$10.55	\$211.00	(20)	(\$211.00)	0	\$0.00
510-I	VEGETATIVE COVER	1 AC	\$685.75	\$685.75	0	\$0.00	1	\$685.75
510-J	SOLID SOD	50 S.Y.	\$3.17	\$158.50	(50)	(\$158.50)	0	\$0.00
510-K	FENCE RESTORATION (ALL TYPES)	125 L.F.	\$3.17	\$396.25	(5)	(\$15.85)	120	\$380.40
510-L	MISCELLANEOUS RESTORATION	1 L.S.	\$10,022.50	\$10,022.50	0	\$0.00	1	\$10,022.50
530-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$5,802.50	\$5,802.50	0	\$0.00	1	\$5,802.50
540-A	STORMWATER MANAGEMENT	1 L.S.	\$4,378.25	\$4,378.25	0	\$0.00	1	\$4,378.25
CO-1								
(600-A)	10" HDPE DIRECTIONAL BORE (HDD METHOD)	45 L.F.	\$237.88	\$10,704.60	0	\$0.00	45	\$10,704.60
			TOTAL	\$181,020.90		\$1,214.85		\$182,235.75

ATTACHMENT TO CHANGE ORDER NUMBER 3 Final PROJECT NO. 1971

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 November 5, 2013
Mayor and Board of Aldermen

A&C Industrial, Inc.
PO Box 507
Long Beach, MS 39560-4304

Office: (228) 868-8891
Fax: (228) 868-9957
Email: ancindustrial@gmail.com

Sherri Allen (228) 324-8261
Daniel Allen: (228) 223-7954
Blake T. Carroll: (228) 518-1972

August 9, 2013

Joe Culpepper
Garner Russell & Associates

RE: Linda Lane Water Main Replacement

Dear Joe:

This is a second request for contract time extension for the following reasons: The extra days that were originally requested for the unforeseen condition of well-pointing were submitted at far less than what was actually used. The percentage of the project that was dewatered was also greater than originally stated. It was an error that I made and Daniel confirmed after reviewing daily reports.

In the 1st request for additional time for well-pointing, I requested only 8 days which is far under what was actually done. I also did not factor in the lost production of installing the water main or the days spent in the time it took to "break down" the well-point system to have it relocated. We also made it a point not to block a driveway overnight with the well-point header pipe as a courtesy to the residents. This severely cut production because we would sometimes only dewater an area as small as a single front yard. If I had any idea, at the time, this would contribute to being past the calendar days allotted for the job, I would have brought it to your attention or dewatered a substantial amount more footage at any given point. I know you have certain guidelines and criteria to go by in granting contract time and you may or may not be able to recognize our request for additional time whether they are from good intentions or poor planning. Some of the following items can be justified by daily reports and or dates on receipts for ordering special fittings to tie-in services or mains that were not on the plans but were discovered during construction. This paperwork was not included to the amount.

1. Additional rain days	5
2. Impact days from heavy or consecutive rain	2
3. Additional services locate / install / tie-in	2
4. Additional days for dewatering (- the original 8)	7

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5. Time for Bac-T tests due to water supply problems	19
6. 2 nd chlorination of main before it was discovered that the supply water was the problem.	1
7. Time for locating & terminating the 2" main that was Unknown to exist on the south side of Linda Lane and other locations.	3
8. Extra-long services that had to be located & tied in for multiple addresses.	2
9. Curb line would not drain after days of dry weather & had to be pumped out &/or power-broomed to help remove standing water due to lack of drainage.	1
10. Time to temporarily reconnect service to 502 seal that was inadvertently shut off to tie-in homes on Susan Court.	1.5
Total days:	43.5

Explanation of time for the following line items:

1. See attached
2. See attached
3. Ground saturated
3. Station number: 2+00, 11+00, 4+00 discovered 7-13: time for special order Fittings, invoices can be shown for time to receive materials. Extra curb, & asphalt restoration
4. Daily reports show considerable more time spent well-pointing than originally requested.
5. 1st sample 6-24, final passing 7-12 testing was performed over the weekends.
7. This time involves exploration and various valves that had to Be temporarily installed.
8. Addresses: Linda Lane #26, #27, #30, #31

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 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 6 Final

TO: City of Long Beach (OWNER)
 Contract for: Linda Lane Water Main Replacement Dated: 2/5/2013

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1971
 For work accomplished through the date of: 9/30/2013

CURRENT CONTRACT AMOUNT: \$182,235.75

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$182,235.75
STORED MATERIALS					\$0.00
TOTAL	\$182,235.75				\$182,235.75
(Orig. Contract)	\$176,660.81				
CO 1	\$4,360.09				
CO 2	\$0.00				
CO 3 Final	\$1,214.85				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 182,235.75
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 182,235.75
_____	LESS PREVIOUS PAYMENTS	\$ 168,806.23
_____	LESS OVERTIME INSPECTION HOURS (9.5 HRS)	\$ 1,016.25
_____	AMOUNT DUE THIS APPLICATION	\$ 12,413.27

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 6 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: 10/25, 2013

A&C Instrustrial, Inc.
 526 Reinike Rd.
 Long Beach, MS 39560

CONTRACTOR

By: Shirley L. Allen

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: 10/28, 2013

A. GARNER RUSSELL & ASSOCIATES, INC.
 ENGINEER

By: [Signature]

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Mayor and Board of Aldermen

PROJECT NO. 1971

6 Final

ATTACHMENT TO PAY ESTIMATE NO.

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
010-A	MOBILIZATION	1 L.S.	\$21,258.25	\$21,258.25	85%	\$18,069.51	15%	\$3,188.74	100%	\$21,258.25
100-A	8" WATER MAIN, PVC OR DUCTILE IRON	1,781 L.F.	\$143.17	\$255,141.77	777	\$111,002.32	777	\$111,002.32	1,781	\$255,141.77
100-B	4" WATER MAIN, PVC OR DUCTILE IRON	777 L.F.	\$14.16	\$11,002.32	777	\$11,002.32	777	\$11,002.32	777	\$11,002.32
100-C	DUCTILE IRON FITTINGS	2.3 TON	\$5,380.50	\$12,176.07	2.263	\$12,176.07	2.263	\$12,176.07	2.263	\$12,176.07
100-D	LOCATE AND ABANDON EXISTING WATER MAIN IN PLACE	0 L.F.	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
100-E	DISPOSAL OF ASBESTOS-CEMENT WATER MAIN	0 L.F.	\$7.28	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
110-A	8" GATE VALVE WITH BOX	4 EA.	\$1,141.51	\$4,566.04	4	\$4,566.04	4	\$4,566.04	4	\$4,566.04
110-B	4" GATE VALVE WITH BOX	4 EA.	\$228.00	\$912.00	4	\$912.00	4	\$912.00	4	\$912.00
110-C	2" FLUSHING VALVE WITH CONCRETE PAD	2 EA.	\$923.13	\$1,846.26	2	\$1,846.26	2	\$1,846.26	2	\$1,846.26
120-A	FIRE HYDRANT WITH VALVE, LESS THAN 3' BURY	0 EA.	\$315.50	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
120-B	FIRE HYDRANT WITH VALVE, 3' TO 5' BURY	4 EA.	\$3,295.12	\$13,180.48	4	\$13,180.48	4	\$13,180.48	4	\$13,180.48
120-C	FIRE HYDRANT WITH VALVE, GREATER THAN 5' BURY	0 EA.	\$315.50	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
130-A	AT KLONDYKE RD	1 L.S.	\$1,002.25	\$1,002.25	1	\$1,002.25	1	\$1,002.25	1	\$1,002.25
130-B	LOCATE AND DISCONNECT EXISTING WATER MAIN	4 EA.	\$315.50	\$1,262.00	4	\$1,262.00	4	\$1,262.00	4	\$1,262.00
130-C	8" X 8" TAPPING SLEEVE WITH VALVE	2 EA.	\$2,495.08	\$4,990.16	2	\$4,990.16	2	\$4,990.16	2	\$4,990.16
140-A	3/4" TAPPING ASSEMBLY	8 EA.	\$137.13	\$1,097.04	8	\$1,097.04	8	\$1,097.04	8	\$1,097.04
140-B	1-1/2" TAPPING ASSEMBLY	23 EA.	\$265.92	\$6,119.16	23	\$6,119.16	23	\$6,119.16	23	\$6,119.16
140-C	3/4" WATER SERVICE ASSEMBLY	53 EA.	\$232.10	\$12,300.30	53	\$12,300.30	53	\$12,300.30	53	\$12,300.30
140-D	3/4" WATER LINE BORED UNDER PAVEMENT	179 L.F.	\$17.30	\$3,096.70	179	\$3,096.70	179	\$3,096.70	179	\$3,096.70
140-E	1-1/2" WATER LINE BORED UNDER PAVEMENT	254 L.F.	\$17.67	\$4,488.18	254	\$4,488.18	254	\$4,488.18	254	\$4,488.18
140-F	LOCATE AND CONNECT TO EXISTING WATER SERVICE	54 EA.	\$168.80	\$9,115.20	54	\$9,115.20	54	\$9,115.20	54	\$9,115.20
500-A	PIPE BEDDING/FOUNDATION MATERIAL	0 C.Y.	\$2.11	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
500-B	SELECT SANDY BACKFILL	200 C.Y.	\$1.06	\$212.00	200	\$212.00	200	\$212.00	200	\$212.00
500-C	GEOTEXTILE FABRIC	0 S.Y.	\$0.37	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-A	8" LIMESTONE ROAD BASE RESTORATION	189 S.Y.	\$3.17	\$595.76	189.2	\$599.76	189.2	\$599.76	189.2	\$599.76
510-B	2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE	200 S.Y.	\$6.33	\$1,267.90	200.3	\$1,267.90	200.3	\$1,267.90	200.3	\$1,267.90
510-C	CONCRETE DRIVE RESTORATION	151 S.Y.	\$5.23	\$785.46	151.1	\$785.46	151.1	\$785.46	151.1	\$785.46
510-D	CONCRETE CURB & GUTTER RESTORATION	269 L.F.	\$3.28	\$882.72	269	\$882.72	269	\$882.72	269	\$882.72
510-E	SAWCUT JOINT	637 L.F.	\$1.58	\$1,007.09	637.4	\$1,007.09	637.4	\$1,007.09	637.4	\$1,007.09
510-F	GRANULAR DRIVE RESTORATION	0 S.Y.	\$4.22	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-G	12" CULVERT RESTORATION	0 L.F.	\$8.44	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-H	24" HDPE CULVERT RESTORATION	0 L.F.	\$10.55	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-I	VEGETATIVE COVER	1 AC.	\$685.75	\$685.75	1	\$685.75	1	\$685.75	1	\$685.75
510-J	SOLID SOD	0 S.Y.	\$3.17	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-K	FENCE RESTORATION (ALL TYPES)	120 L.F.	\$3.17	\$380.40	120	\$380.40	120	\$380.40	120	\$380.40
510-L	MISCELLANEOUS RESTORATION	1 L.S.	\$10,022.50	\$10,022.50	99%	\$9,922.28	1%	\$100.22	100%	\$10,022.50
530-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$5,802.50	\$5,802.50	99%	\$5,744.48	1%	\$58.02	100%	\$5,802.50
540-A	STORMWATER MANAGEMENT	1 L.S.	\$4,378.25	\$4,378.25	99%	\$4,334.47	1%	\$43.78	100%	\$4,378.25
CO-1 (600-A)	10" HDPE DIRECTIONAL BORE (HDD METHOD)	45 L.F.	\$237.88	\$10,704.60	45	\$10,704.60	45	\$10,704.60	45	\$10,704.60
TOTAL WORK COMPLETED					\$182,235.75	\$178,760.51	\$3,475.25	\$182,235.75		

AIA Document G707™ - 1994

Consent Of Surety to Final Payment

Bond: GSM30274

PROJECT: <i>(Name and address)</i> Linda Lane Water Main Replacement	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach, MS P.O. Box 929 Long Beach, MS 39560	CONTRACT FOR: Construction CONTRACT DATED: 2/5/2013	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
4401 N. I-10 Service Road, Suite 200
Metairie, LA 70006

, SURETY,

on bond of
(Insert name and address of Contractor)

A & C Industrial, Inc.
P.O. Box 507
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
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 10/25/2013

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

The Gray Casualty & Surety Company

(Surety)


(Signature of authorized representative)

John B. Sneed, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

Marian Sherry

Minutes of November 5, 2013
Mayor and Board of Aldermen

ATTEST UNLESS IT HAS A TRUE WATERMARK, VISIBLE FIBERS, AND A PROPER PRINTED ORDER, THIS DOCUMENT IS NOT AUTHENTIC UNLESS IT HAS A TRUE WATERMARK

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

178736

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint John B. Sneed, Wayne Scott Naugle, Troy P. Wagener, David R. Fortenberry, Richard Teb Jones, Jim E. Brashier, Leo Wayne Tisdale, Christopher H. Boone, and James Dale Deason of Gulfport, Mississippi jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of October 2013



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

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Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Linda Lane Water Replacement

DATE OF ISSUANCE August 26, 2013

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR A&C Industrial, 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 A&C Industrial, 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 7, 2013
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.

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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 8/27/13,
A. Garner Russell & Associates, Inc.
ENGINEER

By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 27, 2013,
A&C Industrial, Inc.
CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 8/28/13,
City of Long Beach
OWNER

By: [Signature]
(Authorized Signature)

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CITY OF LONG BEACH
LINDA LANE WATER MAIN REPLACEMENT PUNCH LIST

FRIDAY AUGUST 9, 2013

General

- Remove all construction debris from job site.
- Seed and fertilize according to specifications.
- Clean and dress lay down yard.
- Get elevation shots on curb throughout project in order to determine that all water is draining freely.
- Remove dirt sediment from gutter line throughout project to ensure there are no restrictions with drainage.
- Remove any dead limbs hanging down from the trees that the equipment brushed against causing damage.
- Ensure there is good grass growth on every yard that was affected by the construction.
- Remove all expansion boards sticking up above the curb.

Specific

- Check all 8" and 4" gate valves to ensure that they are all opened up completely.
- Sta. 1+20RT +/- remove high spot in asphalt that is restricting flow of water to the gutter pan.
- #1 Linda Lane needs seed and fertilizer.
- Sta. 2+00RT +/- remove high spot in asphalt to allow drainage to gutter.
- Sta. 2+10RT +/- new curb sank. Approximately 10 ft. of it needs to be reworked to eliminate standing water.
- Sta. 4+20RT +/- Remove high point in asphalt to allow drainage.
- Sta. 4+30RT +/- Standing water in curb and new asphalt needs to be fixed to drain.
- On Susan at Sta. 2+50 +/- Remove high point in new asphalt to allow water to flow.
- #5 Susan remove asphalt spill in road.
- #4 Susan water service leaking at meter box.
- Sta. 8+85RT +/- Remove high point on new asphalt to ensure free flow of water.
- Check 2" blow off on Liesha it's leaking.
- #3 Liesha fix retaining timber in yard to match the rest of the timber.
- Sta. 2+50LT +/- Check for leak at water service, the ground in that area never dries up, always wet and soft.
- #16 Linda Lane rub out new concrete that spilled over on the old existing curb.
- #16 Linda Lane patch asphalt and gutter pan that is breaking up between the driveways.
- #16 Linda Lane check preconstruction videos and/or pictures to see if driveways have been restored back to their original state.

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- #31 Linda Lane in the easement to the northwest between the houses, clean up all debris, seed and fertilize.
- Ensure there is tracer wire on the 4" main crossing the road at #31 Linda.
- Restore lot at #39 Linda Lane where equipment /material s were stored.
- Sta. 15+80RT +/-Curb sank, needs to be fixed to proper grade so that water is not standing.
- Clean out construction debris from catch basins at area of #36 Linda Land on both sides of the road.
- Stabilize shoulder, grade, seed and fertilize on east side of Klondyke Rd. where the bore and the tapping sleeve were performed.
- Get chunk of asphalt out of 2" valve riser pipe so the valve can be accessed freely to turn off and on.
- Run tracer wire under road on Klondyke and connect to existing wire with proper wire nut on the bore pipe so the pipe can be detected with a machine.
- Dress up lot at #43 Linda Lane seed and fertilize according to specifications.
- Pull PVC well point pipe out of ditch on Seal Ave.
- Restore lot across from the intersection of Klondyke and Linda where equipment/material was stored.
- Need statement of compliance and/or certification for vegetative cover as outlined in the Specifications Item No. 510, Paragraph 7 (d)
- Grout in the inside of the valve pad around blow off valve at the end of Leisha Dr.

Based upon the recommendation of Mr. Ball, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the Linda Lane Water Main Replacement Final Acceptance - A & C Industrial, Inc., all as set forth above.

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

Minutes of November 5, 2013
Mayor and Board of Aldermen



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

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

	1977-X1
GR	
SB	SB
DR	
JO	
DB	DB
JaO	
BE	
DO	
MR	
F	

October 17, 2013

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

RE: Proposed Change Order No. 1
Hurricane Isaac – Finger Pier Repairs (Re-Bid)

Ladies and Gentlemen:

We have attached a proposed Change Order for the referenced project. The purpose of this change order is to facilitate the installation of additional finger piers along Piers 1, 3, and 5. As these are entirely new finger piers, this work is not FEMA-eligible and must be paid from Tideland funds or other funds that the Port Commission or City may designate.

Sincerely,

David Ball, P.E.

DB:1977
Enclosure

Minutes of November 5, 2013
 Mayor and Board of Aldermen

Change Order
 No. 1

Date of Issuance: 10/17/2013 Effective Date: 10/17/2013
 Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
 Contract: Hurricane Isaac Repairs - Finger Pier Replacement Date of Contract: 7/11/2013
 Contractor: M&D Construction Co., Inc. Engineer's Project No.: 1977

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

Description:
 1. Add new pay items & quantities for additional finger pier construction.
 2. Adjust contract time for delays due to weather and for additional work.

Attachments: (List documents supporting change):
 1. Contractor's cost breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$71,153.25</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>90</u> Calendar days Substantial completion (days or date): <u>10/12/2013</u> Ready for final payment (days or date): _____
(Decrease) in Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> <u>\$0.00</u>	Change in Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$71,153.25</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>10/12/2013</u> Ready for final payment (days or date): _____
(Increase) in Contract Price due to this Change Order: <u>\$28,907.50</u>	(Increase) in Contract Time due to this Change Order: Substantial completion (days or date): <u>28</u> Ready for final payment (days or date): _____
Revised Contract Price Incorporating this Change Order: <u>\$100,060.75</u>	Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>11/9/2013</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: _____	By: _____
Date: <u>10.17.2013</u>	Date: _____	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 November 5, 2013
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER		PROJECT NO.		1977					
NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	EXTENSION THIS C.O.	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. LBGR021									
2-A	PIERS 1, 2, & 5 - TYPE I REPAIR (30' FINGER PIER)	9 EA.	\$2,756.25	\$24,806.25			\$0.00	9	\$24,806.25
2-B	PIERS 1, 2, & 5 - TYPE I REPAIR (50' FINGER PIER)	1.0 EA.	\$4,162.50	\$4,162.50			\$0.00	1	\$4,162.50
2-C	PIERS 3 & 4 - TYPE I REPAIR (20' FINGER PIER)	4 EA.	\$1,912.50	\$7,650.00			\$0.00	4	\$7,650.00
2-D	PIERS 3 & 4 - TYPE I REPAIR (25' FINGER PIER)	1 EA.	\$2,334.50	\$2,334.50			\$0.00	1	\$2,334.50
2-E	PIERS 3 & 4 - TYPE III REPAIR (20' FINGER PIER)	3 EA.	\$2,756.25	\$8,268.75			\$0.00	3	\$8,268.75
2-F	PIERS 1, 2, & 5 - TYPE II REPAIR (25' FINGER PIER)	1 EA.	\$1,743.75	\$1,743.75			\$0.00	1	\$1,743.75
3-A	PIERS 1, 2, & 5 - TYPE II REPAIR (30' FINGER PIER)	2 EA.	\$495.00	\$990.00			\$0.00	2	\$990.00
3-B	PIERS 3 & 4 - TYPE II REPAIR (20' FINGER PIER)	9 EA.	\$472.50	\$4,252.50			\$0.00	9	\$4,252.50
3-C	PIERS 3 & 4 - TYPE II REPAIR (25' FINGER PIER)	1 EA.	\$472.50	\$472.50			\$0.00	1	\$472.50
3-D	PIERS 1, 2, & 5 - TYPE II REPAIR (30' FINGER PIER)	2 EA.	\$495.00	\$990.00			\$0.00	2	\$990.00
4-A	ALL PIERS - REMOVE AND REPLACE 12" X 35' MOORING PILE	12 EA.	\$866.25	\$10,395.00			\$0.00	12	\$10,395.00
4-B	ALL PIERS - REMOVE AND REPLACE 10" X 30' SUPPORT PILE	5 EA.	\$717.25	\$3,586.25			\$0.00	5	\$3,586.25
5-A	SALVAGE (TO BE DEDUCTED FROM THE TOTAL BID SCHEDULE 1)	1 L.S.	\$0.00	\$0.00			\$0.00	1	\$0.00
Total FEMA Project Worksheet No. LBGR021				\$69,652.00					
ALTERNATE ITEMS NO. 2 & 3 FEMA PROJECT WORKSHEET NO. 6820									
2-A2-A	PIERS 1, 2, & 5 - SUBSTITUTE 3"X10" LUMBER FOR 2" STRINGERS (30' FINGER PIER)	17 EA.	\$85.00	\$1,445.00			\$0.00	17	\$1,445.00
2-A2-B	PIER	1 EA.	\$56.25	\$56.25			\$0.00	1	\$56.25
2-A3-A	SCREW-FASTENED DECK BOARDS (20' FINGER PIER)	4 EA.	\$0.00	\$0.00			\$0.00	4	\$0.00
2-A3-B	SCREW-FASTENED DECK BOARDS (25' FINGER PIER)	1 EA.	\$0.00	\$0.00			\$0.00	1	\$0.00
2-A3-C	SCREW-FASTENED DECK BOARDS (30' FINGER PIER)	17 EA.	\$0.00	\$0.00			\$0.00	17	\$0.00
2-A3-D	SCREW-FASTENED DECK BOARDS (50' FINGER PIER)	1 EA.	\$0.00	\$0.00			\$0.00	1	\$0.00
Total FEMA Project Worksheet No. 6820				\$1,501.25					
CHANGE ORDER NO. 1 NON-FEMA REIMBURSABLE									
CO1-1-A	REMOVAL OF EXISTING FINGER PIER - PIER 1, 5	0 EA.	\$281.25	\$0.00		2	\$562.50	2	\$562.50
CO1-2-C	CONSTRUCT 20' FINGER PIER - PIER 3	0 EA.	\$1,687.50	\$0.00		4	\$6,750.00	4	\$6,750.00
CO1-2-A	CONSTRUCT 30' FINGER PIER - PIER 1, 5	0 EA.	\$2,531.25	\$0.00		5	\$12,656.25	5	\$12,656.25
CO1-4-A	INSTALL NEW 12"X35' PILE	0 EA.	\$641.25	\$0.00		9	\$5,771.25	9	\$5,771.25
CO1-4-B	INSTALL NEW 10"X30' PILE	0 EA.	\$548.50	\$0.00		5	\$2,742.50	5	\$2,742.50
CO1-2-A2-A	PIERS 1, 2, & 5 - SUBSTITUTE 3"X10" LUMBER FOR 2" STRINGERS (30' FINGER PIER)	0 EA.	\$85.00	\$0.00		5	\$425.00	5	\$425.00
TOTAL				\$71,153.25			\$28,907.50		\$100,060.75

ELCDC No. C-841 (2008 Edition)
Prepared by the Engineering / Soil Consultant Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Minutes of November 5, 2013
 Mayor and Board of Aldermen

Long Beach Smallcraft Harbor
 PO Box 929
 Long Beach, MS. 39560
 Tel. 228-697-1403

September 30, 2013

Subject: Hurricane Isaac Repairs- Finger Pier Replacement (Rebid)

Mr. Bill Angley,

Per our discussions today, M&D Construction Co. Inc., with your approval, would proceed with Alternate No.1 PW-6820 items listed below and broken out into individual piers:

Pier 1

Item #	Description	QTY	unit	Unit price	Extended price
1-A	Removal of existing FP	2	ea	\$ 281.25	\$ 562.50
2-A1-A	Construct 30' Finger pier	2	ea	\$ 2,531.25	\$ 5,062.50
4-C	Install new 12"x35' pile	2	ea	\$ 641.25	\$ 1,282.50
4-D	Install new 10"x30' pile	2	ea	\$ 548.50	\$ 1,097.00
2-A2-A	Sub 3"x10" lumber 30' FP	2	ea	\$ 85.00	\$170.00
Total pier 1					\$ 8,174.50

Pier 5

2-A1-A	Construct 30' FP	3	ea	\$ 2,531.25	\$ 7,593.75
4-C	Install 12"x35' pile	3	ea	\$ 641.25	\$ 1,923.75
4-D	Install 10"x30' pile	3	ea	\$ 548.50	\$ 1,645.50
2-A2-A	Sub 3"x10" lumber 30'FP	3	ea	\$ 85.00	\$ 255.00
Total pier 5					\$ 11,418.00

Pier 4

2-A1-B	Construct 20' FP	4	ea	\$ 1,687.50	\$ 6,750.00
4-C	Install 12"x 35' pile	4	ea	\$ 641.25	\$ 2,565.00
Total Pier 4					\$ 9,315.00

We are requesting an additional 21 days to complete these alternate items. This will help cover material delivery and installation time. To date we have also experienced lost work days due to weather and storm prep for TS Karen. This impacted our schedule for seven days. In total we are requesting an extension of 28 days to our original schedule.

If you should have any questions, please call me at (228) 381-1661.

Sincerely,

Joseph (Jay) Schmidt
 M&D Construction Co. Inc.

Based upon the recommendation of Mr. Ball, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve Change Order Number 1 Hurricane Isaac – Finger Pier Repairs (Re-bid), all as set forth above.

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

Minutes of November 5, 2013
 Mayor and Board of Aldermen



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

TEL (228) 863-0867
 FAX (228) 863-5232

10/13-11	
GR	
SB	AS
DR	
JO	
DB	MS
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DO	
MR	
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October 17, 2013

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

**RE: Proposed Change Order #1
 Hurricane Isaac – Pier Repairs
 Long Beach Smallcraft Harbor**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. This change order is necessary due to a number of reasons, discussed below:

- The lighting circuits for the west fishing pier and west fishing jetty are broken and can't be satisfactorily repaired without removal of an existing, buried junction box and pulling additional wiring.
- Junction boxes under Pier 3 should be relocated to make the boxes accessible without removal of any decking or other pier elements. This should be performed as a Codes & Standards update.
- The western end of Pier 3 had significant damage to the electrical components which was undiscovered during the FEMA PW process, due to inaccessibility.
- The stringers along the western end of Pier 3 are split longitudinally, making it impossible to make a satisfactory installation of the decking.
- At various locations along Piers 1-4, the hardware connecting the substructure elements have been damaged and should be replaced.

The elements of this change order are all required to satisfactorily complete the job, and we therefore recommend approval of this change order so that the work may continue. We have made no adjustment to contract time in this change order, so future change orders may reflect cumulative time adjustments.

Sincerely,

David Ball, P.E.

DB:1973
 Enclosure

Minutes of November 5, 2013
Mayor and Board of Aldermen

Change Order

No. 1

Date of issuance: 10/17/2013

Effective Date: 10/17/2013

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract:	<u>Hurricane Isaac Pier Repairs</u>	Date of Contract: <u>7/2/2013</u>
Contractor:	<u>Twln L. Construction, Inc.</u>	Engineer's Project No.: <u>1973</u>

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

Description:

1. Add pay items and quantities for unforeseen items of work, and for items of work not included in FEMA estimates.

Attachments: (List documents supporting change):

1. Contractor's cost breakdown.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$482,615.75

(Decrease) In Contract Price from previous Change Orders No. n/a to No. n/a
\$0.00

Contract Price prior to this Change Order: \$482,615.75

(Increase) In Contract Price due to this Change Order: \$64,730.65

Revised Contract Price incorporating this Change Order: \$547,346.40

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 90 Calendar days
 Substantial completion (days or date): 11/9/2013
 Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. n/a to No. n/a
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Times prior to this Change Order:
 Substantial completion (days or date): 11/9/2013
 Ready for final payment (days or date): _____

Change in Contract Time due to this Change Order:
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Times incorporating this Change Order:
 Substantial completion (days or date): 11/9/2013
 Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: 

By: _____

By: _____

Date: 10-17-2013

Date: _____

Date: _____

Minutes of November 5, 2013
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER

PROJECT NO. 1973		TOTAL CONTRACT AMOUNT	
NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE
FEMA PROJECT WORKSHEET NO. L68021			
1-A	MOBILIZATION	1 L.S.	\$8,500.00
2-A	12" X 25" PILE (NO CAP)	1 EA.	\$1,100.00
2-B	10" X 20" PILE WITH CAP	1 EA.	\$942.50
2-C	10" X 25" PILE WITH CAP	2 EA.	\$1,100.00
3-A	WOOD PIER SUBSTRUCTURE	1,440 B.F.	\$8.50
3-B	WOOD PIER DECK STRINGER	1,081 L.F.	\$2,405.00
3-C	WOOD PIER BEAMING - 6" WIDE	231 L.F.	\$16.85
3-D	WOOD PIER BEAMING - 10" WIDE	139 EA.	\$115.00
3-E	EAST FISHING PIER DECKING	1 L.S.	\$24,850.00
3-F	WEST FISHING PIER DECKING	1 L.S.	\$45,972.50
5-A	WATER DISTRIBUTION SYSTEM - PIER 1 (INCLUDES CROSS-PIER)	1 L.S.	\$1,975.00
5-B	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$1,975.00
5-C	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$1,975.00
5-D	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$1,975.00
5-E	WATER DISTRIBUTION SYSTEM - PIER 5	1 L.S.	\$1,975.00
5-F	WATER DISTRIBUTION SYSTEM - E. FISHING PIER	1 L.S.	\$2,475.00
6-A	CHAIN LINK FENCE GATE - PIER 2	1 L.S.	\$2,500.00
6-B	CHAIN LINK FENCE GATE - PIER 3	1 L.S.	\$2,500.00
6-C	CHAIN LINK FENCE GATE - PIER 5	1 L.S.	\$2,500.00
CO-1	SAVAGE TO BE DEDUCTED FROM THE TOTAL BID SCHEDULE 1	0 EA.	\$0.00
CO-2	INSTALL NEW HARDWARE AT SUBSTRUCTURE CONNECTIONS - PIER 1, 2	150	\$0.00
CO-3	INSTALL NEW HARDWARE AT SUBSTRUCTURE CONNECTIONS - PIER 3	120	\$0.00
Total FEMA Project Worksheet No. L68021			\$47,846.25
FEMA PROJECT WORKSHEET NO. L68025			
4-A	"DOUBLE END" POWER PERSETAL WITH WIRING	118 EA.	\$1,320.00
4-B	"SINGLE END" POWER PERSETAL WITH WIRING	44 EA.	\$3,145.50
4-C	"LIGHT ASSEMBLY COMPLETE WITH WIRING"	5 EA.	\$19,837.50
4-F	LIGHT ASSEMBLY, HEAD ONLY	10 EA.	\$7,370.00
4-G	EAST FISHING PIER ELECTRICAL SYSTEM	15 EA.	\$467.50
4-H	WEST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$8,837.50
4-I	WEST JETTY ELECTRICAL SYSTEM	3 L.S.	\$2,117.50
4-J	UNCOVER HIDDEN JUNCTION BOX & PULL NEW WIRE TO COMPLETE LIGHTING & W. FISHING PIER CIRCUITS	1 L.S.	\$2,062.50
CO-3	RELOCATE JUNCTION BOXES PER CODE REQUIREMENTS - PIER 3	0 L.S.	\$7,546.00
CO-5	REPAIR DAMAGED ELECTRICAL COMPONENTS - W. END OF PIER 3	0 L.S.	\$4,066.00
Total FEMA Project Worksheet No. L68025			\$17,932.00
Total FEMA Project Worksheet No. L68025			\$266,359.50
FEMA PROJECT WORKSHEET NO. 882D			
4-J	MODIFY PIER CIRCUITS - PIER 1	1 L.S.	\$25,437.50
4-K	MODIFY PIER CIRCUITS - PIER 3	1 L.S.	\$21,037.50
4-L	MODIFY PIER CIRCUITS - PIER 5	1 L.S.	\$12,677.50
4-M	MODIFY PIER CIRCUITS - PIER 5	1 L.S.	\$9,157.50
Total FEMA Project Worksheet No. 882D			\$68,310.00
TOTAL			\$482,615.75
			\$51,720.65
			\$189,332.20
			\$155,780.00
			\$63,162.00
			\$19,937.50
			\$7,370.00
			\$7,012.50
			\$8,837.50
			\$2,117.50
			\$2,062.50
			\$7,546.00
			\$4,066.00
			\$1,722.00
			\$279,793.50
			\$25,437.50
			\$21,037.50
			\$12,677.50
			\$9,157.50
			\$9,157.50
			\$68,310.00

F-1000 (Rev. 05-11) (2002 Edition)
This document is prepared by the City of Chicago and is not intended to constitute a contract. It is subject to the terms and conditions of the contract between the City of Chicago and the Contractor. The Contractor shall be responsible for obtaining all necessary permits and for the completion of the work in accordance with the contract documents.

Minutes of November 5, 2013
Mayor and Board of Aldermen

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TWIN L CONSTRUCTION, INC.

8292 FIRETOWER RD.
PASS CHRISTIAN, MS 3957
(228) 255-7930
(228) 255-4155 - FAX
pamtbear@aol.com

CHANGE RDER REQUEST

Sept. 30, 2013

To: A. Garner Russell & Assoc.

Attn: David Ball

Re: Hurricane Isaac Pier Repairs @ Long Beach Small Craft Harbor

Twin L Construction, Inc. is please to submit the following price for your consideration, Twin L will furnish supervision, labor, equipment and material to perform the following work:

Dock # 1 - Furnish and install headers & top X brace bolts only:
110 bolts @ \$ 26.00ea. = \$ 2860.00

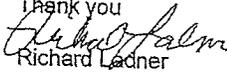
Dock # 2 - Replace 2 headers & hardware:
Headers-3"x10"x10'- 50bf @ \$ 8.50bf = \$ 425.00
40 bolts @ \$ 26.00ea. = \$ 1040.00

Dock # 3 - Replace stringers, decking and hardware:
Stringers-584lf @ \$ 12.85lf = \$ 7504.40
Decking -111lf @ \$ 105.00lf = \$ 11,655.00
120 bolts-3/4x20(hdg) @ \$ 19.00ea. = \$ 2451.00

Dock # 4 - Replace whalers:
506bf @ \$ 8.50bf = \$ 4301.00

TOTAL: \$ 30,236.40

Thank you


Richard Ladner
President

Minutes of November 5, 2013
Mayor and Board of Aldermen

TWIN L CONSTRUCTION, INC.

CHANGE ORDER REQUEST

HURRICANE ISAAC PIER REPAIRS - LONG BEACH SMALLCRAFT HARBOR

REQUEST FOR CHANGE ORDER #1

Additional work is required to access the junction boxes, that are now covered under the pavement on the west pier and to add additional wire as requested by David Ball

- Saw cut 10' x 10' asphalt and remove debris
- Furnish & install conduit, coupling and wire
- Fixture ballast replacment
- Repair 10' x 10' area with concrete.

\$7,546.00

REQUEST FOR CHANGE ORDER #2

Additional work required to remove the wooden planking that is now blocking the access covers of the junction boxes on pier 3 and repair covers

Labor and material

\$4,066.00

REQUEST FOR CHANGE ORDER #3

Additional work required to repair the conduit, wire and boxes on the far end of pier 3

Labor and material

\$1,732.00

Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve Change Order Number 1 – Pier Repairs, all as set forth above.

The Contract Extension, Utility Partners, LLC, was taken under advisement for further consideration and review at the next regular meeting, November 19, 2013.

Minutes of November 5, 2013
Mayor and Board of Aldermen

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on September 17, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Election of School Trustee, as evidenced by the Publisher's Proof of Publication.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to spread said Proof of Publication upon the minutes of this meeting in words and figures, as follows:

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

- Vol. 129 No. 356 dated 24 day of Sept, 2013
- Vol. 129 No. 363 dated 1 day of Oct, 2013
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____
- Vol. _____ No., _____ dated _____ day of _____, 20 _____

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

Crista Laux
Clerk

Sworn to and subscribed before me this 1 day of Oct, A.D., 2013

[Signature]
Notary Public



LEGAL NOTICE
ELECTION OF SCHOOL TRUSTEE OF LONG BEACH, MISSISSIPPI
NOTICE IS HEREBY GIVEN, that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, at its first meeting in February to be held on Tuesday, the 4th day of February, 2014, at 6:00 p.m. at the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, or at such meeting to which the same may be recessed or adjourned, will consider and act upon the election of appointment of a Trustee to the Board of Trustees of the Long Beach School District, required by Law to be elected, by said Mayor and Board of Aldermen.

Any person desiring to be considered an applicant for such office of trustee, or any person or civic organization desiring to submit the name of any person as an applicant, may so do by filing a curriculum vitae or resume with the City Clerk (cityclerk@cityoflongbeach.ms.com) of said City at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, or by mail to Post Office Box 825, Long Beach, Mississippi, 38550, no later than 6:00 o'clock p.m. on Friday, the 1st day of November, 2013. The resume shall include, but is not limited to, the name, birthday and address of the applicant, his or her work history and qualifications and the name, address, birthday and present employment of the applicant's spouse, and any supplemental information as may be required by the Mayor and Board of Aldermen.

Ordered this 17th day of September, 2013, by the Mayor and Board of Aldermen, Long Beach, Mississippi.

SEAL
Notary Public - E. Schmitt, City Clerk
ADV24,12TUE -1525118

Minutes of November 5, 2013
Mayor and Board of Aldermen

The Clerk reported that two (2) résumés were properly filed, as follows:

Patricia Bennett
20108 Daugherty Road
Long Beach, MS 39560

James C. Stubbs
6529 Simmons Drive
Long Beach, MS 39560

Upon discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to schedule 20 minute interviews with the applicants, Tuesday, January 21, 2014, commencing at 4:00 p.m., as follows:

4:00 p.m. - Patricia Bennett

4:20 p.m. - James C. Stubbs

It was noted for the record that an appointment will be made at the regularly scheduled meeting, February 4, 2014.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the engagement letter, fiscal year 2012-2013 audit, submitted by Alexander, Van Loon, Sloan, Levens, Favre, PLLC, Certified Public Accountants, as follows:

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Mayor and Board of Aldermen

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ALEXANDER | VAN LOON | SLOAN | LEVENS | FAVRE, PLLC
Certified Public Accountants & Business Consultants

AVL WEALTHCARE, LLC
Wealth Management

October 16, 2013

To the Board of Aldermen and Management
City of Long Beach, Mississippi
Long Beach, MS 39560

We are pleased to confirm our understanding of the services we are to provide City of Long Beach, Mississippi for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Long Beach, Mississippi as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If the RSI is presented, as part of our engagement, we will apply certain limited procedures to City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited, if presented:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies City of Long Beach, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in

9490 Three Rivers Road | Gulfport, MS 39503 | (228) 863-0411 | Fax (228) 863-1165 | E-Mail: info@avlcpa.com | www.avlcpa.com
304 N. Vardaman Street | P.O. Box 749 | Wiggins, MS 39577 | (601) 928-4416 | Fax (601) 928-4417 | E-Mail: info@avlcpa.com | www.avlcpa.com

Members: American Institute of CPAs, Mississippi Society of CPAs, The AICPA Alliance for CPA Firms-
Partnering for CPA Practice Success, National Association of Certified Valuation Analysts

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City of Long Beach, Mississippi
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accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Combining nonmajor governmental funds financial statements
- 3) Combining nonmajor special revenue funds financial statements
- 4) Combining nonmajor debt service funds financial statements
- 5) Schedule of surety bonds for City officials

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

Listing of City Officials

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

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Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes, prepare adjustments for cash to accrual basis (as requested) from information that you provide, maintain depreciation schedules, and perform year end payroll services based on information supplied by management. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, cash to accrual basis adjustments, depreciation schedules, and other accounting services and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable

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and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of field work.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also

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agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Audit Procedures—General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that

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come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Long Beach, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on

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overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Long Beach, Mississippi's major programs. The purpose of these procedures will be to express an opinion on City of Long Beach, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all requested information and cash, accounts receivable, or other confirmations and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity, as applicable. If we are aware that a federal awarding

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agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to schedule our audit when all requested information has been received from management and to issue our reports in accordance with that schedule. Jerry Favre CPA, CITP is your client relations partner and Kim Marmalich, CPA is your client relations manager. Jerry Levens, CPA, CFE is the firm's audit and assurance engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be as follows:

	2013	
	Hours	Amount
Basic Audit Engagement Fee	405	\$ 36,650
Preparation of Financial Statements *	70	6,000
Assistance with MD&A *	8	750
Single Audit Fee \$5,400 per program (Assumes <u>two</u> major programs)	120	10,800
Cash to Accrual conversion *	<u>36</u>	<u>3,300</u>
Total Audit Engagement Fee at Standard Rates	<u>639</u>	<u>\$ 57,500</u>
Composite hourly rate		<u>\$ 89.98</u>

* These services could be performed by the City's comptroller.

Additional accounting services may be provided and will be billed on a per hour basis at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our current rates are as follows:

<u>Staff Level</u>	<u>Standard Hourly Rate</u>
Partner	\$195
Manager	\$125 - \$155
Senior	\$ 85 - \$125
Staff	\$ 70 - \$ 80
Clerical	\$ 25 - \$ 55

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Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review letter accompanies this letter.

The parties agree that any legal or equitable claims or disputes arising out of this agreement will be settled by binding arbitration, to be conducted in Harrison County, Mississippi, in accordance with the National Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (AAA) in effect at the time a demand for arbitration is made. The decision and award shall be exclusive, final and binding. The cost and expense of the arbitration shall be shared equally unless determined by the arbitrator otherwise. The parties each understand that, by signing this Agreement, they are agreeing to substitute one legitimate forum (arbitration) for another (litigation), and thereby are waiving their right to have their disputes resolved in court by a jury. This substitution involves no surrender, by either party, of any substantive statutory or common law benefit, protection or defense.

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

Sincerely,


ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants
Gulfport, Mississippi

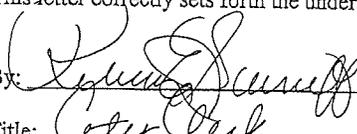
Enclosures

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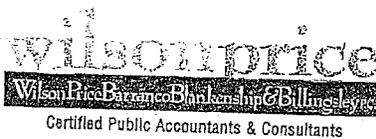
RESPONSE:

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

By: 
Title: City Clerk
Date: 11/5/13 - Board Action

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Mayor and Board of Aldermen

Member
American Institute
of Certified Public
Accountants



Member
Alabama Society
of Certified Public
Accountants

System Review Report

November 8, 2011

To the Partners of
Alexander, Van Loon, Sloan, Levens & Favre, PLLC
and the Peer Review Committee of the Mississippi Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Alexander, Van Loon, Sloan, Levens & Favre, PLLC (the firm) in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Alexander, Van Loon, Sloan, Levens & Favre, PLLC in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Alexander, Van Loon, Sloan, Levens & Favre, PLLC has received a peer review rating of *pass*.

Wilson, Price, Baranco, Blankenship & Billingsley, P.C.

Montgomery, Alabama

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried acknowledging receipt of the derelict properties report.

*

*

Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to schedule three (3) public hearings, Tuesday, December 3, 2013, at 5:00 p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not several properties are in such a state of uncleanliness as to

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constitute a menace to the public health and safety of the community; said properties are as follows:

- 220 Oak Gardens, assessed to Robert A. Yoder
- 425 Girard Avenue, assessed to Southern Venture, LLC
- 0 Girard Avenue, assessed to Southern Venture, LLC.

There came on for consideration sidewalk requirements and after considerable discussion, Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried directing Building Official Earl Levens to request that developers construct sidewalks on the outside of their developments on Pineville Road.

Discussion was held regarding temporary signs, 28th Street and Klondyke Road; no official action was required or taken at this time.

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to sponsor the 62nd Mississippi Gulf Coast Council of Garden Clubs Spring Pilgrimage in the amount of \$500.00 to promote the City of Long Beach and advertise the opportunities and resources available. It was noted for the record that two homes in Long Beach will be featured in the pilgrimage.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried directing the City Attorney to prepare a resolution requesting that the Harrison County Board of Supervisors pave Gardendale Avenue.

The Mayor recognized the City Attorney for his report, as follows: Attorney Simpson requested that the board meet in executive session to discuss a last minute personnel matter.

Discussion was held to determine whether or not to declare an executive session, whereupon, Alderman Carrubba made motion seconded by Alderman Ponthieux to meet in executive session for the transaction of public business, to-wit: to discuss a personnel matter with the City Attorney and to seek legal advice and counsel relating to a person holding a specific position in the City of Long Beach.

The question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
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Alderman Gary Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Alan Young	voted	Aye
Alderman Leonard Carrubba	voted	Aye
Alderman Mark Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon, the Mayor and Board of Aldermen met in Executive Session.

* * *

The meeting resumed in open session and, based upon discussion held and information obtained in executive session, no official action was required or taken at this time.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Hammons made motion seconded by Alderman Carrubba 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 Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk