

**PORT COMMISSION MINUTES
AUGUST 16, 2012**

Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall, 201 Jeff Davis Avenue, in said City at 5:30 o'clock p.m., Thursday, August 16, 2012, it being the time date, and place fixed for holding said meeting.

There were present and in attendance on said commission and at the meeting the following named persons: Commission President Phil Kies, Vice President Barbara Reed, Secretary Danny Hansen, Commissioners David Marks, Vernon Ehlers, Don Deschenes, Charles Purchner, Barney Hill, Harbormaster Bill Angley, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

Absent the meeting was Commissioner Stan Snodgrass.

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

The meeting was called to order, whereupon Commissioner Reed proposed to add an agenda item:

IV. APPROVE MINUTES 1a. Change Port Commission Meeting Time

It was the consensus of the commission to add the aforesaid agenda item.

Commissioner Hansen made motion seconded by Commissioner Reed and unanimously carried to approve minutes of the Port Commission, as follows:

- Regular Minutes dated July 19, 2012, as submitted.

There came on for consideration changing the meeting time of the Port Commission to 5:00 o'clock p.m. This would allow the commission additional time to conduct a meeting and adjourn in ample time to support "Long Beach Live" which occurs every third (3rd) Thursday, the set meeting date of the Port Commission.

After brief discussion, Commissioner Reed made motion seconded by Commissioner Reed and unanimously carried to change the Port Commission Meeting time to 5:00 o'clock p.m.

The commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates, whereupon Mr. Robertson submitted project updates in words and figures as follows:

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Long Beach Port Commission
Phil Kies, President

August 16, 2012

RE: Project Updates:

1. **CIAP – Harbor Expansion and Master Plan.** The port commission had approved the design team to further develop the details of master plan Concept-A and to conduct additional meetings with the lease holders in the harbor to get mutual agreement on any revisions which might affect those properties. However, based on the minutes from the board of aldermen meeting on July 19th this effort was postponed until the port commission could give the design team further directions at tonight's meeting.
2. **Bait Shop Trailer Installation.** The new bait shop is almost complete, waiting on the main electrical to be hooked up by Mississippi Power so that everything can be checked out. Attached is pay application #3 for your approval.
3. **Alternate Project. Harbor Improvements. Phase-I.** The work on pier #2 is complete. **Phase-II.** Phase 2 work was assigned to Krol Electrical by M&D Construction and that contract is attached for your approval. The contractor is expected to begin work on phase-II next week following a preconstruction meeting on Monday August 20, 2012.
4. **Bulkhead Project.** Bay South continues work on grouting the bolts for the cap anchors in the battered piles and sealing the gaps between the sheet piles. A revised construction scheduled submitted by Bay South anticipates an October 25, 2012 completion date on this project. Attached is Pay Application #6 for this project for your approval. Garner Russell Engineering continues work on additional work scope and bid package for **Phase-IV.** This next phase will add a mooring pier on west side of harbor in front of Steve's Marina Restaurant.

Please contact me at your convenience with any questions.

Best Regards,

Ron Robertson, P. E.

Port Commission Monthly Project Update
Prepared by Ron Robertson, P. E.

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APPLICATION FOR PAYMENT NO. 3

TO: City of Long Beach (OWNER)
 Contract for: Bait Shop Restoration - Long Beach Smallcraft Harbor Dated: 5/14/2012

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1922
 For work accomplished through the date of: 7/31/2012

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$98,468.00
TOTAL	\$121,322.00				\$98,468.00
(Orig. Contract)	\$121,322.00				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 98,468.00
_____	LESS 5% RETAINAGE	\$ 4,923.40
_____	AMOUNT DUE TO DATE	\$ 93,544.60
_____	LESS PREVIOUS PAYMENTS	\$ 50,828.47
_____	AMOUNT DUE THIS APPLICATION	\$ 42,716.13

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 3 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).

Bay South Limited Incorporated
 P.O. Box 250
 Saraland, AL 36571

Dated: 8/10, 2012

CONTRACTOR

By: *Jan R. Amble*

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: 8-14, 2012

A. Garner Russell & Associates, Inc.
 ENGINEER

By: *[Signature]*

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

THIS AGREEMENT is by and between City of Long Beach, MS, P. O. Box 929 Long Beach, MS 39560
(Owner) and Krol Electric, Inc. 12090 New Orleans Avenue Gulfport, MS 39503
(Contractor).

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

ARTICLE 1 - WORK

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

LONG BEACH SMALLCRAFT HARBOR
MISCELLANEOUS IMPROVEMNETS - 2012

ARTICLE 2 - THE PROJECT

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

ENTIRE PROJECT

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

A. Garner Russell & Associates, Inc.
520 33RD Street
Gulfport, MS 39507

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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-1

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

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

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

_____ (words)

_____ (numerals)

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

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

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6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive). N/A
 - a. _____ (pages _____ to _____, inclusive). N/A
 - b. _____ (pages _____ to _____, inclusive). N/A
 - c. _____ (pages _____ to _____, inclusive). N/A
 5. General Conditions (pages 1 to 41, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 4 sheets with each sheet bearing the following general title: Long Beach Harbor Miscellaneous Improvements - 2012 [or] the Drawings listed on attached sheet index.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows): N/A
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive). N/A
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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

This Agreement will be effective on 8-7, 2012 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: William Skidmore

Title: Mayor

Attest: [CORPORATE SEAL]

Title: City Clerk

Address for giving notices:

P. O. Box 929

Long Beach, MS 39560

228-863-1556

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

CONTRACTOR:

Krol Electric, Inc.

By: Alexander G Krol

Title: _____

Attest: [CORPORATE SEAL] Alexander G Krol
President

Title: _____

Address for giving notices:

12090 New Orleans Avenue

Gulfport, MS 39503

228-832-9911

License No.: 07984-MC
(Where applicable)

Agent for service or process: _____

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

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APPLICATION FOR PAYMENT NO. 6

TO: City of Long Beach (OWNER)
 Contract for: 2009 B.I.G. Improvement Project Dated: 3/6/2012
 OWNER'S Project No.: _____ ENGINEER'S Project No.: 1882-1
 For work accomplished through the date of: 7/31/2012
 CURRENT CONTRACT AMOUNT: \$902,754.40

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$526,575.43
STORED MATERIALS					\$0.00
TOTAL	\$902,754.40				\$526,575.43
(Orig. Contract)	\$775,162.00				
CO 1	\$0.00				
CO 2	\$139,352.00				
CO 3	(\$11,759.60)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 526,575.43
_____	LESS 5% RETAINAGE	\$ 26,328.77
_____	AMOUNT DUE TO DATE	\$ 500,246.66
_____	LESS PREVIOUS PAYMENTS	\$ 320,626.00
_____	AMOUNT DUE THIS APPLICATION	\$ 179,620.66

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 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: 8-10, 2012

BAY SOUTH LIMITED, INC.
 P.O. BOX 250
 SARALAND, AL 36571

CONTRACTOR
 By: *Jan R. Amble*

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: 8-14, 2012

A. GARNER RUSSELL & ASSOCIATES, INC.
 ENGINEER

By: *[Signature]*

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After considerable discussion and based upon the recommendations of Mr. Robertson, action was taken as follows:

- CIAP – Harbor Expansion and Master Plan; Commissioner Reed made motion seconded by Commissioner Ehlers and unanimously carried to direct the design team to provide the presentation to the Board of Aldermen at a work session of the Aldermen, to be scheduled at their earliest convenience.
- Bait Shop Trailer Installation; Commissioner Reed made motion seconded by Commissioner Purchner and unanimously carried to

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approve the aforesaid Application for Payment No. 3 to Bay South Limited Incorporated.

- Alternate Project. Harbor Improvements. Phase-I. Phase-II;
Commissioner Reed made motion seconded by Commissioner Marks and unanimously carried to approve the aforesaid contract with Krol Electric, Inc., in the amount of \$\$31,116.05.
- Bulkhead Project; Commissioner Ehlers made motion seconded by Commissioner Hansen and unanimously carried to approve aforesaid Application for Payment No. 6 to Bay South Limited, Inc.

It was the consensus of the commission to spread the following letter of request from Blue Ridge Properties, LLC upon the minutes of this meeting; however there was no action taken and the item will be placed on the September 20, 2012, Port Commission meeting as requested:

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Blue Ridge Properties, LLC
PO Box 779
Long Beach, MS 39560

July 24, 2012

Phil Kies
President
Long Beach Port Commission
709 Dogwood Drive
Long Beach MS 39560

Hand Delivered to Stacy Dahl

Re: Lease Agreement between Long Beach Port Commission and Blue Ridge Properties, LLC

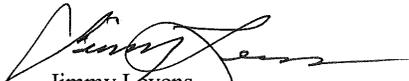
Commissioner Kies:

Thank you for your letter dated July 10, 2012, which states that you have determined that Blue Ridge Properties (BRP) can commence construction of the harbor restaurant "NLT December 31, 2012". As you may know, the current amended lease agreement states that "construction shall be completed and the facility operating not later than May 1, 2013". Due to the delay in completion of the BIG project, BRP will have only four months to complete construction and open the restaurant - this is not possible.

To date and due to the close proximity of the two projects, BRP has only driven the piles for the restaurant. Once the property is turned over to us, we expect that it will take another nine months or until September 2013 to complete the vertical construction and open the restaurant.

As such, BRP requests that this matter be placed on the September agenda of the Long Beach Port Commission and that the lease agreement dated May 10, 2010 be amended to reflect the completion dates outlined above. If you have any questions or need additional information, please do not hesitate to contact mc at 863-0303.

Regards,



Jimmy Levens
Managing Member

CC: Stacey Dahl
Steve Wilson
Jim Simpson

There was no further action taken regarding Tidelands or BIG.

Commissioner Marks made motion seconded by Commissioner Purchner and unanimously carried to approve payment of invoices as listed on Docket of Claim #HBR080712, as submitted.

Commissioner Purchner made motion seconded by Commissioner Reed and unanimously carried acknowledging receipt of the July, 2012, revenue/expense report.

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The commission recognized Mr. Bill Angley for the harbormaster's report as follows:

Harbor Master Report

August 16, 2012

- Started issuing parking permits to all boat owners will start enforcing parking on Sept. 1, 2012
- Ice machine up and running Bag are in stock and will be charging 2.00 a 20lb bag
- Storms have sunk an abandoned sail boat on pier five DMR will be taking action as soon as all paper work is filed with the state
- Skimmer motor burned up and is non-operational
- Channel lights are received and awaiting break in weather to install will be moving old lights to dog leg at entrance to harbor
- Polaris has new tires and will need serviced As soon As I can
- Josh Haley (live aboard) and John Hobbs have deployed with the navy
- Recommend approval of Ken Kilner and Martha O'neil as live aboards as of Sept 1, 2012
- Looking for contractor for movement of new bait house
- 90% certified CPR
- 80% boaters safety certified
- 60% SOP certified
- 2 transients
- 3 Live Aboards
- December 167 of 233
- January 165 of 233
- February 164 of 233
- March 164 of 214
- April 169 of 214
- May 174 of 214
- June 187 of 214
- July 189 of 214
- Aug 197 of 214

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Based upon the aforesaid harbormaster's report, the following action was taken:

- Commissioner Hansen made motion seconded by Commissioner Hill and unanimously carried to approve Mr. Ken Kilner and MS. Martha O'Neil as live a-boards on Pier 2 Slip 19. It was noted for the record the lessees

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have complied with live a-board requirements and the harbormaster has an application on file with verified references.

The commission recognized Mr. James C. Simpson, Jr., for the Port Attorney's report. There was no action required or taken.

There being no further business to come before the Port Commission at this time, Commissioner Hansen made motion seconded by Commissioner Purchner and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK