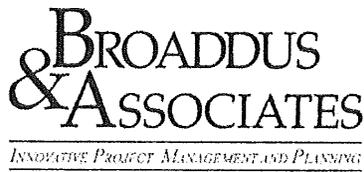


**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



Long Beach Port Commission
Phil Kies, President

December 19, 2013

RE: Project Updates:

1. **CIAP- Harbor Master Plan.**

Phil Kies and I met with Corp of Engineers (COE) to discuss both the Master Plan permit and the permit for the harbor launch ramp permit last week. The Harbor Master Plan permit application review by Corp of Engineers (COE) requires funding of \$15,000. Phil Kies got approval from DMR for Tidelands funds to be used for this expenditure. In addition COE requested additional studies and additional information to be provided by BMI which is estimated also at \$15,000. The good news is that the overall cost of this Master Plan and Permit is currently \$200,000 below budget. A copy of the approved harbor Best Management Practices is attached. The development of drawings and bid packages for the approved improvement projects are in progress. The 35% detailed engineering and drawings are at approximately 90% complete.

2. **Alternate Project.** Contractor, Twin L, has completed the selected electrical improvements at a cost of \$69,000. FEMA funding will cover \$59,000 and an estimated short fall of \$10,000 on this project to be funded by CIAP.

3. **Bulkhead Project** K. R. Borries Construction provided the best and lowest bid of \$328,706.05 on the Phase-2 scope of work. Even with the reduced project scope this project bid still came in over budget by \$101,154. This project is on hold until the additional funding can be obtained from another source.

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

4. **Isaac Repairs.** Status on the harbor projects related to hurricane Isaac: Work on FEMA Project Worksheet #747, replacement of the north launch ramp and fueling station is on hold until a permitting issue and approval by FEMA Region 4 Environmental and Historical Protection Department can be resolved; repairs to finger piers, main Piers and Electrical and electrical are practically complete; Construction work on the west fishing pier should begin this month. Work on rip-rap will begin January 6th, preconstruction meeting is scheduled next week with Gulf Breeze Landscaping LLC, (low bidder) to determine the date parking and roadways will begin; Matthews Marine, INC. was the successful bidder on the dredging work which will begin after the first of the year.

Our engineer is currently attempting to resolve an accounting issue with Twin L Construction on how the deck boards for the main piers are to be paid for. There was an error on the bid tab verses how the specifications described the payment method to be used.

Please contact me at your convenience with any questions.

Best Regards,

A. E. Robertson

**

**

There was no action required or taken regarding the aforesaid report.

Commissioner Susan Nicolais left the meeting.

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

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



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

520 33RD STREET
GULFPORT, MS 39507

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

December 11, 2013

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

RE: Fuel Pier Replacement

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced project. We have already proceeded with design and bidding, and construction is underway. We recommend that the City approve the attached contract so that we may continue work on this critical project.

Sincerely,

David Ball, P.E.

DB:2016
Enclosure

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, effective as of October 21, 2013 ("Effective Date") between
Long Beach Port Commission ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the replacement of the existing fuel pier, based on updated design standards currently in use in the Harbor, all more particularly described as the Fuel Pier Replacement.
("Project")

Description of Engineer's Services: Provide design, bidding, permitting, and construction phase services for the Fuel Pier Replacement, including any necessary survey, design, preparation of Contract Documents, recommendation of bidder, and inspection services during construction.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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PORT COMMISSION MINUTES

DECEMBER 19, 2013

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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PORT COMMISSION MINUTES

DECEMBER 19, 2013

the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

9.01 Payment

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. All Services, inclusive of Basic, Construction Phase, and Construction Inspection, will be compensated in amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1. The Standard Hourly Rates will be adjusted annually (as of June 2013) to reflect equitable changes in the compensation payable to the ENGINEER.
 3. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- B. Engineer has already provided design and bidding services to the Owner for the work, and construction is underway. The schedule for completion of the work shall follow the terms of the construction contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____
William Skellie, Jr.
Mayor

By: M. Scott Burge
M. Scott Burge
President

Date Signed: _____

Date Signed: 12-11-13
License No. and State: 9550 / MS

Address for giving notices:

Address for giving notices:

P. O. Box 929
Long Beach, MS 39560

520 33rd St.
Gulfport, MS 39507

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



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

520 33RD STREET
GULFPORT, MS 39507

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

December 6, 2013

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

**RE: Smallcraft Harbor - Permanent Repairs
Hurricane Isaac**

Ladies and Gentlemen:

Please find attached four proposed amendments to the Master Contract between the City & A. Garner Russell & Assoc. for permanent repairs at the Smallcraft Harbor. These amendments are each per the Contract requirements and are adjustments to the fees for Basic Services & Construction Inspection Fees. The fees are all based on the FEMA fee curves contained in the contract and the final (or projected final) construction contract amount. We request your approval in this matter.

Sincerely,

David Ball, P.E.

DB:1967-Master
Enclosure

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

**AMENDMENT NUMBER 8-B TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS
(FINGER PIER REPAIRS)**

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. BASIS OF COMPENSATION

1. The project was completed with a Base Bid (FEMA eligible) and a Change Order (non-FEMA eligible).
2. Fees for Basic Services in this Contract will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the Summary Change Order, the construction cost of the Base Bid (FEMA eligible) is \$72,573.50; therefore, total fees for the related Basic Services shall be \$10,200.
 - b. Additionally, at Owner's request, additional finger piers were designed and constructed at various locations in the Harbor (non-FEMA eligible – to be reimbursed by Tidelands funds). Based on the Summary Change Order, the construction cost of this additional work is \$27,697; therefore, fees for the related Basic Services shall be \$3,900.
3. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - a. FEMA has obligated up to \$2,200 for Construction Inspection services for the Base Bid.
 - b. Fees for Construction Inspection services for the Alternate Bid shall be up to \$830.
 - c. These fees are only sufficient for part-time inspection. Additional inspection can be provided upon Owner's request.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: _____
William Skellie, Jr.; Mayor

Date Signed: _____

ENGINEER:

A. GARNER RUSSELL & ASSOCIATES, INC.

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: 12-11-13

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

**AMENDMENT NUMBER 6-A TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS
(PARKING LOT REPAIRS)**

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. BASIS OF COMPENSATION

1. Fees for Basic services described in this Contract will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the Certified Tabulation of the Bids, the construction cost of the Base Bid is \$398,668.69; therefore, fees for the related Basic Services shall be \$49,136.

2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - a. FEMA has obligated up to \$11,960 for Construction Inspection services for the Base Bid.
 - b. These fees are only sufficient for part-time inspection. Additional inspection can be provided upon Owner's request.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
William Skellie, Jr.; Mayor

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: _____

Date Signed: 12-11-13

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

**AMENDMENT NUMBER 5-A TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS
(DREDGING)**

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. BASIS OF COMPENSATION

1. Fees for Basic services described in this Contract will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3.
 - a. Based on the Certified Tabulation of the Bids, the construction cost of the Base Bid is \$109,080; therefore, fees for the related Basic Services shall be \$15,380.

2. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - a. FEMA has obligated up to \$3,300 for Construction Inspection services for the Base Bid.
 - b. These fees are only sufficient for part-time inspection. Additional inspection can be provided upon Owner's request.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
William Skellie, Jr.; Mayor

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: _____

Date Signed: 12-11-13

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

**AMENDMENT NUMBER 3-A TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS
(FUEL FACILITY REPAIRS)**

It is agreed to modify the referenced Contract in accordance with the provisions contained in the Master Agreement dated November 6, 2012:

A. BASIS OF COMPENSATION

1. The project was bid with Bid Schedule 1 (FEMA eligible) and Bid Schedule 2 (BIG eligible), both of which were included in the awarded construction Contract.
 - a. The design for the construction of Bid Schedule 2 was already accomplished and paid for as part of the 2009 BIG Improvements project. Therefore, no fees for Basic Services will be included for that portion of the work.
2. Fees for Basic Services in this Contract will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly, as a percentage of the final construction cost, based on Curve B in Appendix 1 to Exhibit C3. Based on the Certified Tabulation of the Bids, the construction cost of the Bid Schedule 1 is \$133,687.11; therefore, total fees for the related Basic Services shall be \$18,549.
3. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - a. FEMA has obligated up to \$4,000 for Construction Inspection services for Bid Schedule 1.
 - b. These fees are only sufficient for part-time inspection. Additional inspection can be provided upon Owner's request.

OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

A. GARNER RUSSELL & ASSOCIATES, INC.

By: _____
William Skellie, Jr.; Mayor

By: M. Scott Burge
M. Scott Burge, P.E.; President
MS PE #9550

Date Signed: _____

Date Signed: 12-11-13

**

**

Commissioner Purchner made motion seconded by Commissioner Reed and unanimously carried to approve the four (4) aforesaid amendments and authorize the Mayor to execute the same.

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

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

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



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

520 33RD STREET
GULFPORT, MS 39507

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

December 17, 2013

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

**RE: Proposed Change Order #2
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:

- An electrical circuit to Pier #2, Slip #22 was apparently damaged by the storm, creating a short-circuit which prevented correct function. The evidence for Hurricane Isaac damage is that the circuit was created, tested, and approved shortly before the storm; and now is non-functional.
- The photocell switch for the lights at the east fishing pier was inadvertently not included in the contract.

The elements of this change order are all required to satisfactorily complete the job, and should both be eligible for FEMA reimbursement. 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

PORT COMMISSION MINUTES DECEMBER 19, 2013

Change Order
No. 2

Date of Issuance: 12/17/2013 Effective Date: 12/17/2013

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

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

Description:
1. Add pay item for replacement of the photocell on the E. Fishing Pier, inadvertently left out of the original contract.
2. Add pay item for replacement of the electrical circuit to Pier #2, Slip #22; apparently damaged by Hurr. Isaac (short-circuit).

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$482,615.75

{Increase} in Contract Price from previous Change Orders No.
\$64,730.65

Contract Price prior to this Change Order:
\$547,346.40

{Increase} in Contract Price due to this Change Order:
\$4,042.26

Revised Contract Price incorporating this Change Order:
\$551,388.66

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.
 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: <u>12.17.2013</u>	Date: _____	Date: _____

PORT COMMISSION MINUTES DECEMBER 19, 2013

ATTACHMENT TO CHANGE ORDER NUMBER 2 PROJECT NO. 1973

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. LB6R021								
1-A	MECHANIZATION	1 L.S.	\$8,500.00	\$8,500.00		\$0.00	1	\$8,500.00
2-A	12" X 36" PILE (ING CAP)	1 EA.	\$4,000.00	\$4,000.00		\$0.00	1	\$4,000.00
2-B	16" X 36" PILE WITH CAP	1 EA.	\$942.99	\$942.99		\$0.00	1	\$942.99
2-C	16" X 36" PILE WITH CAP	2.00 EA.	\$1,100.00	\$2,200.00		\$0.00	2	\$2,200.00
3-A	WOOD PIER SUBSTRUCTURE	2,000 B.F.	\$8.50	\$17,000.00		\$0.00	2,000	\$17,000.00
3-B	WOOD PIER DECK STRINGER	1,750 L.F.	\$12.85	\$22,487.50		\$0.00	1,750	\$22,487.50
3-C	WOOD PIER DECKING 6" WIDE	150 L.F.	\$105.00	\$15,750.00		\$0.00	150	\$15,750.00
3-D	WOOD PIER DECKING 10" WIDE	300 EA.	\$115.00	\$34,500.00		\$0.00	300	\$34,500.00
3-E	EAST FISHING PIER DECKING	1 L.S.	\$24,850.00	\$24,850.00		\$0.00	1	\$24,850.00
3-F	WEST FISHING PIER DECKING	1 L.S.	\$45,972.50	\$45,972.50		\$0.00	1	\$45,972.50
5-A	WATER DISTRIBUTION SYSTEM - PIER 1 (INCLUDES CROSS-PIER)	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
5-B	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
5-C	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
5-D	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
5-E	WATER DISTRIBUTION SYSTEM - E. FISHING PIER	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
5-F	WATER DISTRIBUTION SYSTEM - W. FISHING PIER	1 L.S.	\$2,475.00	\$2,475.00		\$0.00	1	\$2,475.00
6-A	CHAIN LINK FENCE GATE - PIER 2	1 L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
6-B	CHAIN LINK FENCE GATE - PIER 3	1 L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
6-C	CHAIN LINK FENCE GATE - PIER 5	1 L.S.	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
7-A	SALVAGE (TO BE DEDUCTED FROM THE TOTAL BID SCHEDULE 1)	1 L.S.	\$0.00	\$0.00		\$0.00	1	\$0.00
CO1-1	INSTALL NEW HARDWARE AT SUBSTRUCTURE CONNECTIONS - PIER 1, 2	150 EA.	\$26.00	\$3,900.00		\$0.00	150	\$3,900.00
CO1-2	INSTALL NEW HARDWARE AT SUBSTRUCTURE CONNECTIONS - PIER 3	120 EA.	\$19.00	\$2,280.00		\$0.00	120	\$2,280.00
	Total FEMA Project Worksheet No. LB6R021			\$199,332.90		\$0.00		\$199,332.90
FEMA PROJECT WORKSHEET NO. LB6R025								
4-A	"DOUBLE 30A" POWER PEDESTAL WITH WIRING	118 EA.	\$1,320.00	\$155,760.00		\$0.00	118	\$155,760.00
4-B	"SINGLE 50A/30A" POWER PEDESTAL WITH WIRING	44 EA.	\$1,435.50	\$63,162.00		\$0.00	44	\$63,162.00
4-D	"SINGLE 100A" POWER PEDESTAL WITH WIRING	5 EA.	\$3,987.50	\$19,937.50		\$0.00	5	\$19,937.50
4-E	LIGHT ASSEMBLY COMPLETE	10 EA.	\$737.00	\$7,370.00		\$0.00	10	\$7,370.00
4-F	LIGHT ASSEMBLY HEAD ONLY	15 EA.	\$467.50	\$7,012.50		\$0.00	15	\$7,012.50
4-G	EAST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$8,937.50	\$8,937.50		\$0.00	1	\$8,937.50
4-H	WEST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$2,117.50	\$2,117.50		\$0.00	1	\$2,117.50
4I	WEST JETTY ELECTRICAL SYSTEM	1 L.S.	\$2,062.50	\$2,062.50		\$0.00	1	\$2,062.50
CO1-3	UNCOVER HIDDEN JUNCTION BOX & PULL NEW WIRE TO COMPLETE LIGHTING & W. FISHING PIER CIRCUITS	1 L.S.	\$7,546.00	\$7,546.00		\$0.00	1	\$7,546.00
CO1-4	RELOCATE JUNCTION BOXES PER CODE REQUIREMENTS - PIER 3	1 L.S.	\$4,066.00	\$4,066.00		\$0.00	1	\$4,066.00
CO1-5	REPAIR DAMAGED ELECTRICAL COMPONENTS - W. END OF PIER 3	1 L.S.	\$1,732.00	\$1,732.00		\$0.00	1	\$1,732.00
CO2-1	INSTALL PHOTOCELL ON EAST FISHING PIER	0 L.S.	\$940.00	\$0.00	1	\$940.00	1	\$940.00
CO2-2	REPLACE POWER CABLE TO PIER 2, SLIP #22	0 L.S.	\$3,702.26	\$0.00	1	\$3,702.26	1	\$3,702.26
	Total FEMA Project Worksheet No. LB6R025			\$279,703.50		\$4,042.26		\$283,745.76
FEMA PROJECT WORKSHEET NO. 6820								
4-J	MODIFY PIER CIRCUITS - PIER 1	1 L.S.	\$25,437.50	\$25,437.50		\$0.00	1	\$25,437.50
4-K	MODIFY PIER CIRCUITS - PIER 3	1 L.S.	\$21,037.50	\$21,037.50		\$0.00	1	\$21,037.50
4-L	MODIFY PIER CIRCUITS - PIER 4	1 L.S.	\$12,677.50	\$12,677.50		\$0.00	1	\$12,677.50
4-M	MODIFY PIER CIRCUITS - PIER 5	1 L.S.	\$9,157.50	\$9,157.50		\$0.00	1	\$9,157.50
	Total FEMA Project Worksheet No. 6820			\$68,310.00		\$0.00		\$68,310.00
	TOTAL			\$547,346.40		\$4,042.26		\$551,388.66

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

TWIN L CONSTRUCTION, INC.

8292 FIRETOWER RD.
PASS CHRISTIAN, MS 39571
(228) 255-7930
(228) 255-4155 - FAX
pamtbear@aol.com

Oct. 31, 2013

To: A. Garner Russell & Assoc.

Re: Long Beach Small Craft Harbor
East Pier Photo Cell

Twin L Construction, Inc., is please to offer our quote for the photocell on the East Pier.

TOTAL \$ 340.00 Furnished and installed.

Thank you

Pam Ladner
Office Manager

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

BRUCE'S ELECTRIC, INC.

COMMERCIAL - RESIDENTIAL -
CONTRACTING
LICENSED & BONDED
P.O. BOX 512
LONG BEACH, MS 39560

TELEPHONE: (228) 864-0062, 864-0068

FAX: (228) 864-6235

FROM: _____ DATE: _____

TO: _____

ATT: _____

PH: _____

FAX: _____

REGARDING: _____

NEED RESPONSE BY: _____

NUMBER OF PAGES: _____ (including this cover letter)

If the number of pages is not as indicated or material is not legible, please notify us. Thank you.

WE ARE SENDING YOU:

Shop drawings	<input type="checkbox"/>	Purchase order	<input type="checkbox"/>	Quotation	<input type="checkbox"/>
Bill of Material	<input type="checkbox"/>	Copy of letter	<input type="checkbox"/>	Specifications	<input type="checkbox"/>
Other	<input type="checkbox"/>				

THESE ARE TRANSMITTED AS CHECKED BELOW:

For your use	<input type="checkbox"/>	For your approval	<input type="checkbox"/>	For review & comment	<input type="checkbox"/>
As requested	<input type="checkbox"/>	Request for bids due	<input type="checkbox"/>		

REMARKS:

AUTHORIZED ACCEPTANCE BY: _____

DATE: _____

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



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

520 33RD STREET
GULFPORT, MS 39507

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

December 17, 2013

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

**RE: Proposed Change Order No. 2
Hurricane Isaac – Finger Pier Repairs (Re-Bid)**

Ladies and Gentlemen:

We have attached the proposed Summary Change Order for the referenced project. This change order accomplishes several things, as summarized below:

- A Type 1 repair was required to a 25' finger pier on Pier 1. This damage was discovered after bidding and we did not include a pay item for this type of work in the original bid. This work also includes the substitution of 3" lumber for the finger pier stringers. This substitution isn't expected to be FEMA reimbursable and is indicated as such on the Change Order form.
- On Pier 3, a small amount of damaged wood timber substructure was replaced to facilitate a secure connection between the finger pier and the main pier.
- All other quantities were adjusted as required to the final contract amounts.

We recommend approval of the attached change order and expect to submit the final acceptance package for the contract at the next meeting of the Board of Aldermen.

Sincerely,

David Ball, P.E.

DB:1977
Enclosure

PORT COMMISSION MINUTES DECEMBER 19, 2013

Change Order
No. 2 (FINAL)

Date of Issuance: 12/4/2013 Effective Date: 12/4/2013

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 for 25' finger pier on Pier 1 and for the replacement of damaged substructure on Pier 3. (FEMA eligible)
2. Add new pay item for 3" lumber for 25' finger pier on Pier 1. (Non-FEMA eligible)
3. Adjust quantities to conform to final contract quantities.

Attachments: (List documents supporting change):

1. Contractor's cost breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
<p>Original Contract Price:</p> <p style="text-align: center;"><u>\$71,153.25</u></p> <p>{Increase} in Contract Price from previous Change Orders No. <u>1</u> to No. <u>1</u></p> <p style="text-align: center;"><u>\$28,907.50</u></p> <p>Contract Price prior to this Change Order:</p> <p style="text-align: center;"><u>\$100,060.75</u></p> <p>{Increase} in Contract Price due to this Change Order:</p> <p style="text-align: center;"><u>\$1,116.00</u></p> <p>Revised Contract Price Incorporating this Change Order:</p> <p style="text-align: center;"><u>\$101,176.75</u></p>	<p>Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> <u>90</u> Calendar days</p> <p>Substantial completion (days or date): <u>10/12/2013</u></p> <p>Ready for final payment (days or date): _____</p> <p>Change in Contract Time from previous Change Orders No. <u>1</u> to No. <u>1</u></p> <p>Substantial completion (days or date): <u>28</u></p> <p>Ready for final payment (days or date): _____</p> <p>Contract Times prior to this Change Order:</p> <p>Substantial completion (days or date): <u>11/9/2013</u></p> <p>Ready for final payment (days or date): _____</p> <p>Change in Contract Time due to this Change Order:</p> <p>Substantial completion (days or date): _____</p> <p>Ready for final payment (days or date): _____</p> <p>Contract Times incorporating this Change Order:</p> <p>Substantial completion (days or date): <u>11/9/2013</u></p> <p>Ready for final payment (days or date): _____</p>

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By: _____	By: _____
Date: <u>12.17.2013</u>	Date: _____	Date: _____

PORT COMMISSION MINUTES DECEMBER 19, 2013

PROJECT NO. 1977

2 (FINAL)

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	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)	3 EA.	\$2,756.25	\$24,806.25	1	\$2,756.25	10	\$27,562.50
2-B	PIERS 1,2, & 5 - TYPE I REPAIR (50' FINGER PIER)	10 EA.	\$4,162.50	\$41,625.00	0	\$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	\$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	1	\$2,334.50	2	\$4,669.00
2-E	PIERS 3 & 4 - TYPE I REPAIR (30' FINGER PIER)	3 EA.	\$2,756.25	\$8,268.75	0	\$0.00	3	\$8,268.75
2-F	PIERS 3 & 4 - TYPE II REPAIR (20' FINGER PIER)	1 EA.	\$1,743.75	\$1,743.75	0	\$0.00	1	\$1,743.75
3-A	PIERS 1,2, & 5 - TYPE II REPAIR (25' FINGER PIER)	2 EA.	\$495.00	\$990.00	(1)	(\$495.00)	1	\$495.00
3-B	PIERS 1,2, & 5 - TYPE II REPAIR (30' FINGER PIER)	9 EA.	\$472.50	\$4,252.50	0	\$0.00	9	\$4,252.50
3-C	PIERS 3 & 4 - TYPE II REPAIR (25' FINGER PIER)	1 EA.	\$472.50	\$472.50	1	\$472.50	2	\$945.00
3-D	PIERS 3 & 4 - TYPE II REPAIR (30' FINGER PIER)	2 EA.	\$495.00	\$990.00	(2)	(\$990.00)	0	\$0.00
4-A	ALL PIERS - REMOVE AND REPLACE 12" X 35' MOORING PILE	12 EA.	\$866.25	\$10,395.00	(7)	(\$5,063.75)	5	\$4,331.25
4-B	ALL PIERS - REMOVE AND REPLACE 10" X 30' SUPPORT PILE	5 EA.	\$717.35	\$3,586.25	3	\$2,151.75	8	\$5,738.00
5-A	SALVAGE (TO BE DEDUCTED FROM THE TOTAL BID SCHEDULE 1)	1 L.S.	\$0.00	\$0.00	0	\$0.00	1	\$0.00
CO2-1	PIER 1 - TYPE I REPAIR (25' FINGER PIER)	3 EA.	\$2,279.25	\$6,837.75	1	\$2,279.25	1	\$2,279.25
CO2-2	PIER 3 - WOOD TIMBER SUBSTRUCTURE	3 B.F.	\$14.00	\$42.00	34	\$476.00	34	\$476.00
Total FEMA Project Worksheet No. LBGR021				\$69,652.00		\$2,921.50		\$72,573.50
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	(7)	(\$595.00)	10	\$850.00
2-A2-B	FINGER PIER)	1 EA.	\$56.25	\$56.25	0	\$0.00	1	\$56.25
2-A3-A	SCREW-FASTENED DECK BOARDS (20' FINGER PIER)	4 EA.	\$0.00	\$0.00	1	\$0.00	5	\$0.00
2-A3-B	SCREW-FASTENED DECK BOARDS (25' FINGER PIER)	1 EA.	\$0.00	\$0.00	1	\$0.00	2	\$0.00
2-A3-C	SCREW-FASTENED DECK BOARDS (30' FINGER PIER)	17 EA.	\$0.00	\$0.00	(4)	\$0.00	13	\$0.00
2-A3-D	SCREW-FASTENED DECK BOARDS (50' FINGER PIER)	1 EA.	\$0.00	\$0.00	0	\$0.00	1	\$0.00
Total FEMA Project Worksheet No. 6820				\$1,501.25		(\$595.00)		\$906.25
NON-FEMA REIMBURSABLE (TIDELANDS)								
CO1-1-A	REMOVAL OF EXISTING FINGER PIER - PIER 1, 5	2 EA.	\$281.25	\$562.50	0	\$0.00	2	\$562.50
CO1-2-C	CONSTRUCT 20' FINGER PIER - PIER 3	4 EA.	\$1,687.50	\$6,750.00	0	\$0.00	4	\$6,750.00
CO1-2-A	CONSTRUCT 30' FINGER PIER - PIER 1, 5	5 EA.	\$2,551.25	\$12,656.25	0	\$0.00	5	\$12,656.25
CO1-4-A	INSTALL NEW 12"X35' PILE	9 EA.	\$641.25	\$5,771.25	(2)	(\$1,282.50)	7	\$4,488.75
CO1-4-B	INSTALL NEW 10"X30' PILE	5 EA.	\$548.50	\$2,742.50	0	\$0.00	5	\$2,742.50
CO1-2-A2-A	PIERS 1,2, & 5 - SUBSTITUTE 3"X10" LUMBER FOR 2" STRINGERS (30' FINGER PIER)	5 EA.	\$85.00	\$425.00	0	\$0.00	5	\$425.00
CO2-3	PIER 1 - SUBSTITUTE 3"X10" LUMBER FOR 2" STRINGERS (25' FINGER PIER)	0 EA.	\$72.00	\$0.00	1	\$72.00	1	\$72.00
Total NON-FEMA REIMBURSABLE (TIDELANDS)				\$28,907.50		(\$1,210.50)		\$27,697.00
TOTAL				\$100,060.75		\$1,116.00		\$101,176.75

E/CDC 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.

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

Long Beach Smallcraft Harbor
A Garner Russell and Associates
520 33rd Street
Gulfport, MS. 39507
Tel. 228-863-0668

November 18, 2013

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

Mr. David Ball,

Per our discussions during the recent meeting, M&D Construction Co. Inc., submits the following change order items:

Pier 1 and Pier 3

Item #	Description	QTY	unit	Unit price	Extended price
Item 1	Construct 25' Finger pier type 1 on pier 1	1	ea	\$ 2,279.25	\$ 2,279.25
Item 2	Sub 3"x10" lumber 25' FP	1	ea	\$ 72.00	\$ 72.00
Item 3	Install additional substructure timbers on pier 3	34	BF	\$14.00	\$ 476.00
	Total C/O items				\$ 2,827.25

We also noted during our meeting that our pricing for 50LF finger pier sub 3x10 material was less than that for a 30LF 3x10 material sub. This was due to a typo mistake on M&D Construction part. We are sorry for the confusion.

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, Commissioner Reed made motion seconded by Commissioner Ehlers and unanimously carried to approve the aforesaid Change Order.

There came on for consideration a lease amendment which was approved by the Port Commission at a regular meeting held on October 17, 2013, and ratified by the Board of Aldermen at a regular meeting held on November 5, 2013. It was the consensus of the commission to spread the signed **FOURTH AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE LONG**

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

BEACH PORT COMMISSION AND BLUE RIDGE PROPERTIES, LLC upon the minutes of this meeting in words and figures as follows:

State of Mississippi
County of Harrison
First Judicial District

**FOURTH AMENDMENT TO AMENDED AND
RESTATED LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT (this "Amendment") is made and entered into by and between the LONG BEACH PORT COMMISSION (hereinafter referred to as "Lessor") and BLUE RIDGE PROPERTIES LLC, a Mississippi limited liability company (hereinafter referred to as "Lessee"), and to be considered effective as of the date of approval hereof by the Governing Authorities of the City of Long Beach (the "Effective Date.")

WHEREAS, the parties have previously entered into and twice amended an AMENDED AND RESTATED LEASE AGREEMENT with an Effective date of February 11, 2010, such agreement being recorded March 1, 2010 as Instrument Number 2010 1735 -D-J1 in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District; and

WHEREAS, due to the close proximity of construction operations of the BIG construction program underway in the Long Beach harbor by the Long Beach Port Commission and the City of Long Beach to the construction site and location of Lessee's proposed building, it is recognized and acknowledged between the parties that construction delays may be unavoidable, and an accommodation of construction schedules between the parties is deemed in the best interests of all parties, so as to allow for the orderly, efficient, safe and timely construction of both projects; and

WHEREAS, in order to accomplish same, the parties wish to again amend said AMENDED AND RESTATED LEASE AGREEMENT for such purpose, so it is therefore

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

agreed as follows:

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants herein contained and for other good, lawful and valuable consideration given and received by each of the parties to be bound hereby, the parties agree that Sections 1.2 and 4.3 of the AMENDED AND RESTATED LEASE AGREEMENT as referenced above shall be amended to read as follows:

Section 1.2 Exclusive Gaming Rights. Lessor grants to Lessee the exclusive right to conduct or participate in a lawful gaming operation for **eleven (11)** years from the Effective Date hereof, being February 11, 2010, to February 11, 2021 on land and area in the possession and/or control of Landlord, or using the land and area in the possession and/or control of Landlord to conduct a gaming operation in a structure not located on land and area in the possession and/or control of Landlord but which is located more than eight hundred feet (800') within legal limits from the mean high-water line (as defined in Section 29-15-1, MCA) of the waters within the State of Mississippi in accordance with Section 87-1-5, MCA, as amended. Upon expiration of the **eleven (11)** year exclusivity period, Lessee shall retain the right to conduct or participate in a lawful gaming operation as set forth herein on a non-exclusive basis.

Section 4.3 Failure to Submit Plans, Commence Construction or Complete Construction. Lessee shall submit final building plans and specifications for approval to Lessor within ninety (90) days from Lessor's approval of the rendering of the proposed building. Lessee shall obtain a building permit from the City of Long Beach and commence actual construction of such building and permitted structure within sixty (60) days of final approval by Lessor of such plans and specifications and issuance of the building permit, and thereafter proceed with commercially reasonable diligence to complete such construction. This sixty (60) day commencement date is subject to any delay that may be caused due to the failure of permitting by any other governmental agency, State or Federal, which may be required. Notwithstanding anything in this paragraph to the contrary, construction shall be completed and the facility operating not later than **July 1, 2014**. Failure to have such facility operating by **July 1, 2014** shall be considered an act of default.

All other provisions, terms and conditions of the **AMENDED AND RESTATED LEASE AGREEMENT** as previously amended shall remain unchanged, and in full force and effect.

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed
as of the date hereof.

LONG BEACH PORT COMMISSION, Lessor

By: Phil Kies
Phil Kies, President

Blue Ridge Properties, LLC, Lessee

By: [Signature]
Its: Manager

AND NOW COMES WILLIAM SKELLIE, JR., Mayor of the City of Long Beach,
Mississippi, who signs herein below acknowledging the approval of this Lease by the City of
Long Beach, Mississippi Board of Aldermen.

Date of Execution: 12/19/13

WITNESS OR ATTEST:

Rebecca Scruff
Rebecca Scruff, City Clerk

CITY OF LONG BEACH

William Skellie, Jr.
William Skellie, Jr., Mayor

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 20th day of Dec, 2013, within my jurisdiction the within named William Skellie, Jr., personally known to me to be the Mayor, and Rebecca Scruff, personally known to me to be the City Clerk of the CITY OF LONG BEACH, MS, who acknowledged that they executed the above and foregoing FOURTH AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT as the act and deed of said City, on the date and for the purposes therein stated, being first duly authorized to so do.

My Commission Expires:



Stacey Dahl
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 19th day of Dec, 2013, within my jurisdiction the within named Phil Kies, personally known to me to be the President of the LONG BEACH PORT COMMISSION, who acknowledged that they executed the above and foregoing FOURTH AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT as the act and deed of said Long Beach Port Commission on the date and for the purposes therein stated, being first duly authorized to so do.

My Commission Expires:



Stacey Dahl
NOTARY PUBLIC

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 20th day of Dec, 2013, within my jurisdiction the within named Jimmy Levens, personally known to me to be the MANAGER/MEMBER of the BLUE RIDGE PROPERTIES, LLC, who acknowledged that he/she executed the above and foregoing FOURTH AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT as the act and deed of said limited liability company, on the date and for the purposes therein stated, being first duly authorized to so do.

Stacey Dahl
NOTARY PUBLIC

My Commission Expires:



**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

There came on for consideration a lease amendment which was approved by the Port Commission at a regular meeting held on October 17, 2013, and ratified by the Board of Aldermen at a regular meeting held on November 5, 2013. It was the consensus of the commission to spread the signed **AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE LONG BEACH PORT COMMISSION AND JUSTIN ROLAND** upon the minutes of this meeting in words and figures as follows:

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into effective as of **December 19, 2013** by and among **the Long Beach Port Commission and the City of Long Beach** (hereinafter collectively referred to as "Lessor"); and **Justin Roland** (hereinafter referred to as "Lessee").

WHEREAS, Lessee entered into a LEASE AGREEMENT DATED August 7, 2009; and

WHEREAS, the parties wish to amend said lease for the purpose of adding an additional parcel of property thereto, to be used exclusively for parking, and to establish a rental amount there for;

NOW, FOR AND IN CONSIDERATION of the mutual covenants herein contained and for other good, lawful and valuable considerations given and received by each of the parties to be bound hereby, the said AMENDED LEASE AGREEMENT is hereby amended by addition of the following subparagraphs as indicated:

SECTION TWO

(D) OTHER CONDITIONS: Hours of operation shall be Sunday through Thursday 6:00 AM to 5:00 PM and Friday and Saturday 5:00 AM to 5:00 PM. In the event of inclement weather the business can be closed providing a sign is posted stating a date/time the business is scheduled to be reopened for normal business. During said hours LESSEE shall provide those services listed above and described in the schedule attached hereto as Exhibit "B" and made a part hereof. With the notification and permission of the port commission, these hours can be adjusted to shorter periods of operation during those months public marine operations are reduced, e.g., winter. The retail price of live bait shall be competitive with the average retail price for the same type bait sold elsewhere in Harrison County. Failure to comply with these provisions shall constitute an act of default and grounds for immediate termination of this lease.

Except as amended herein above the terms and conditions of the AMENDED AND RESTATED LEASE AGREEMENT remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this lease at:

LONG BEACH PORT COMMISSION

By: Phil Kies
Phil Kies, President

Date of Execution 12/19/13

CITY OF LONG BEACH

By: William D. Skellie, Jr.
William D. Skellie, Jr., Mayor

Date of Execution 12/19/13

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

Just Roland, Lessee

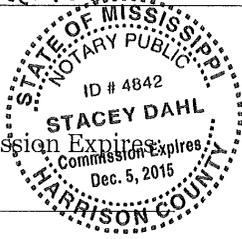
Just Roland

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before, the undersigned authority for said state and county, Port Justin Roland, who acknowledged to me that he executed the foregoing instrument on the day and year therein stated, as his act and deed.

GIVEN under my hand and official seal of office on this the 20th day of

December, 2013.



My Commission Expires:

Stacey Dahl
Notary Public

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned Notary, William Skellie, who after being duly sworn by me did state that he executed the above and foregoing document in his capacity as Mayor of the City of Long Beach, having been first duly authorized to do so by the Board of Aldermen of the City of Long Beach.

GIVEN under my hand and official seal of office on this the 20th day of Dec, 2013.

Stacey Dahl
Notary Public

My Commission Expires:



**PORT COMMISSION MINUTES
DECEMBER 19, 2013**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned Notary, Phil Kies, President of the Long Beach Port Commission, who after being duly sworn by me did state that he executed the above and foregoing document in his capacity as President of the Long Beach Port Commission, having been first duly authorized to do so by the Board of Commissioners of the Long Beach Port Commission

GIVEN under my hand and official seal of office on this the 20th day of

December, 2013.

Stacey Dahl
Notary Public

My Commission Expires:



There came on for consideration FY2014 Tidelands Grant Award Notification and Tidelands Grant Agreement City of Long Beach – 2014 Harbor Improvements, as follows:

**PORT COMMISSION MINUTES
DECEMBER 19, 2013**



STATE OF MISSISSIPPI
Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Jamie M. Miller, Executive Director

November 27, 2013

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

Re: FY2014 Tidelands Grant Agreement- FY2014-P401-13LB- City of Long Beach – 2014 Harbor Improvements

Dear Mayor Skellie:

It is with great pleasure that I announce the awards of the Fiscal Year 2014 Tidelands Trust Fund Grant projects! I know that this is a long –awaited announcement, and I am sure you are anxious to receive your grant award. The Tidelands Trust Funds allocated for your project, 2014 Harbor Improvements, are in the amount of \$240,000.00.

The Mississippi Department of Marine Resources (DMR) requests that you resubmit your Tidelands application to reflect the change in funding. A blank official FY2014 Amended Tidelands Application has been enclosed for your convenience. Please complete this application and return it to the Tidelands Trust Fund Office of the DMR at the address below by December 14, 2013. We will be contacting you in the near future to schedule a convenient time and date for presentation of your grant award.

Enclosed you will also find two original Tidelands Grant Agreements, Fiscal Year 2014 for the above referenced project. These documents are fully executed by the Department of Marine Resources, please retain one for your records and return the other to MDMR Tidelands Office at 1141 Bayview Avenue, Biloxi, MS 39530. The Department of Marine Resources shall make progress payments in installments based on the work completed and material used in the performance of a tidelands project only after receiving written verification of the work completed using attached Payment Request (Form TTF-3). One other provision of this agreement is to provide the Department of Marine Resources with a detailed progress report beginning June 30, 2014, and every six months thereafter for the duration of the project. The Department asks that you use the attached blank copy of the Progress Report (Form TTF-4) to submit your reports. Upon completion of the project, the attached Notice of Completion (Form

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TTF-5) will need to be submitted and before final reimbursement can be paid. Additionally, the agreement states that a prominent sign be erected at all funded public access and construction-related projects. Please note that the exact wording of your project sign should be as follows:

“Funds for this project appropriated by the Mississippi Legislature, 2014 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources”

A new sign is needed to reflect the new fiscal year funding if your project is a continuation from the previous year.

Your cooperation and understanding are appreciated. Should you have any questions regarding this matter, please do not hesitate to contact me or Sonja Slater, at (228) 374-4138.

In appreciation,


Jamie M. Miller
Executive Director

Enclosure

cc: David Ball P.E
City Engineer

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expenditure of \$15,000 out of Tideland funds for the Corp of Engineers (COE) review, payable upon the request of COE for funds.

Commissioner Deschenes made motion seconded by Commissioner Hill and unanimously carried to approve payment of invoices, as follows:

- Docket of Claims #HBR120313, as submitted
- Docket of Claims #HBR121713, as submitted.

Commissioner Reed made motion seconded by Commissioner Deschenes and unanimously carried acknowledging receipt of the November, 2013, Revenue/Expense Report, noting discrepancies that Commissioner Kies will discuss with the comptroller.

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

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Harbor Master Report

December 19, 2013

- MS Power installed new LED lights for parking areas excellent light output and aimed for an improved back lighting for navigation and MS Power is working a plan and prices for piers and west wall and both piers for CIAP and or energy grant
- New Clean Resilient Marina guide lines were brought to me today digital file is too big to email if you would like a copy give me flash drive or CDRW and I will make you a copy
- Gates to be replaced soon should be in on 25Nov2013
- Job #1973 Electrical 90% Decking 90% Water 90% West Pier 50% east Pier 100% Gates on pier 2,3,5 replaced
- Stringer Pier Sign hung
- Job # 1979 North Launch Ramp is on hold.
- Fuel pier: old pilings removed new driving now pier will be 12 inches higher
- Job # 1977 All finger piers are complete
- Harbor Master Office: 95% Last coat of paint today
- Deck boards premature rot board count to 326 estimate to replace is around 11,000.00 I will limit the boards to those that are completely soft or safety issues for now and monitor the others
- Weather station OOC sensors outside bad and needs repair will cost 112 dollars for complete overhaul and testing
- 80% certified CPR
- 90% boaters safety certified
- 100% SOP certified
- 3 Live Aboard (Welch, Haley, Kilner)
- June 129 of 213
- July 131 of 213
- August 134 of 213
- September 134 of 213
- October 118 of 213

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Action on the aforesaid report was taken, as follows:

- Commissioner Ehlers made motion seconded by Commissioner Hill and unanimously carried to direct the City Engineer to prepare a bid package for repair of the south and central launch ramps.

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

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APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK