

**PORT COMMISSION MINUTES
JANUARY 16, 2014**

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 Meeting Room, 201 Jeff Davis Avenue, in said City at 5:00 o'clock p.m., Thursday, January 16, 2014, 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, Commissioners Susan Nicolais, Vernon Ehlers, Don Deschenes, Charles Purchner, Barney Hill, Roger Ladner, Stan Snodgrass, Harbormaster Bill Angley, and Deputy City Clerk Stacey Dahl.

Absent the meeting was Port Attorney James C. Simpson, Jr.

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

The meeting was called to order and there were no amendments or comments to the agenda.

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

- Regular Minutes dated December 19, 2013, as submitted.

The commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates, whereupon the following project updates were submitted:

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Long Beach Port Commission
Phil Kies, President

January 16, 2014

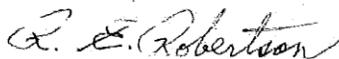
RE: Project Updates:

1. **CIAP- Harbor Master Plan.**
COE is reviewing permit request. The development of drawings and bid packages for the approved improvement projects are in progress. The 35% detailed engineering and drawings are at approximately 95% complete.
2. **Bulkhead Project** This project is on hold until the additional funding \$101,154 can be obtained from another source or another project associated with new bulkhead and pier is selected. Met with DMR representative, Rhonda Price, on 01/13/2014 to discuss BIG grant process. Recommend staying with similar request amount (approx., \$1 million) with \$540,000 match. Submit LBPC request by August 2014 with possible approval early 2015. Based on recent quotes this may add 240 feet of mooring space.
3. **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; COE are also working on this permit issue, repairs to finger piers, main Piers and Electrical are practically complete; Construction work on the west fishing pier completed. Work on rip-rap and dredging will begin when permit is approved. Work on paving/sidewalks in progress.

Our engineer has written a letter to Twin L Construction with his decision on an accounting issue; 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. The specifications were to be followed. Twin L Construction may elect to carry this to arbitration.

Please contact me at your convenience with any questions.

Best Regards,



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

There came on for consideration a letter 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

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
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**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.

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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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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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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.
- C. It is not now expected that fees for all services described herein will exceed \$5,000.

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
President

Date Signed: _____

Date Signed: _____
License No. and State: 9550 / MS

Address for giving notices:

P. O. Box 929
Long Beach, MS 39560

Address for giving notices:

520 33rd St.
Gulfport, MS 39507

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This is **Appendix 1**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services**, dated _____, 2013.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

<u>Position</u>	<u>Billing Rate</u>
Senior Engineer, Principal	\$135.00
Professional Engineer III	\$125.00
Professional Engineer II	\$115.00
Professional Engineer I	\$115.00
Senior Engineer Technician	\$105.00
Junior Engineer	\$100.00
Engineer Intern III	\$95.00
Engineer Intern II	\$80.00
Engineer Intern I	\$70.00
Professional Land Surveyor II	\$135.00
Professional Land Surveyor I	\$95.00
Survey Crew Chief	\$85.00
Senior Resident Project Representative	\$80.00
Engineering Technician III	\$75.00
Engineering Technician II	\$65.00
Engineering Technician I	\$50.00
CADD Technician III	\$80.00
CADD Technician II	\$65.00
CADD Technician I	\$50.00
Clerical	\$55.00

Page 1 of 1 Pages
(Appendix 1 – Standard Hourly Rates Schedule)
Revised: 07/1/2011

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Commissioner Nicolais made motion seconded by Commissioner Reed and unanimously carried to approve the aforesaid Agreement and authorize the Mayor to execute the same.

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

January 16, 2014

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

**RE: Proposed Change Order #3
Hurricane Isaac – Pier Repairs
Long Beach Smallcraft Harbor**

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. As work progressed, more and more items were identified which were damaged by Hurricane Isaac and required replacement. This change order attempts to project the final quantities for these items and should be eligible for reimbursement by FEMA. We therefore recommend approval of this change order so that the work may continue. Again, 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 JANUARY 16, 2014

Change Order
No. 3

Date of Issuance: 1/16/2014 Effective Date: 1/16/2014

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. Adjust quantities to conform to projected final field conditions and as required to complete the project.

Attachments: (List documents supporting change):
1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$482,615.75

(Increase) in Contract Price from previous Change Orders No.
\$68,772.91

Contract Price prior to this Change Order:
\$551,388.66

(Increase) in Contract Price due to this Change Order:
\$42,058.83

Revised Contract Price incorporating this Change Order:
\$593,447.49

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: _____	Date: _____	Date: _____

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PROJECT NO. 1973

3

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								
1-A	MOBILIZATION	1 L.S.	\$8,500.00	\$8,500.00		\$0.00	1	\$8,500.00
2-A	12" X 35' PILE (NO CAP)	1 EA.	\$1,100.00	\$1,100.00		\$0.00	1	\$1,100.00
2-B	10" X 30' PILE WITH CAP	1 EA.	\$942.90	\$942.90		\$0.00	1	\$942.90
2-C	10" X 30' PILE WITH CAP	2.00 EA.	\$1,100.00	\$2,200.00	7.00	\$7,700.00	9.00	\$9,900.00
3-A	WOOD PIER SUBSTRUCTURE	2,000 B.F.	\$8.50	\$17,000.00	500.00	\$4,250.00	2,500.00	\$21,250.00
3-B	WOOD PIER DECK STRINGER	1,750 L.F.	\$12.85	\$22,487.50	772.43	\$9,925.73	2,522.43	\$32,413.23
3-C	WOOD PIER DECKING, 6" WIDE	150 L.F.	\$105.00	\$15,750.00	128.00	\$13,440.00	278.00	\$29,190.00
3-D	WOOD PIER DECKING, 10" WIDE	300 EA.	\$115.00	\$34,500.00	46.44	\$5,340.60	346.44	\$39,840.60
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
3-G	WATER DISTRIBUTION SYSTEM - PIER 1 (INCLUDES CROSS-PIER)	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-H	WATER DISTRIBUTION SYSTEM - PIER 2	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-I	WATER DISTRIBUTION SYSTEM - PIER 3	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-J	WATER DISTRIBUTION SYSTEM - PIER 4	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-K	WATER DISTRIBUTION SYSTEM - PIER 5	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-L	WATER DISTRIBUTION SYSTEM - PIER 6	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-M	WATER DISTRIBUTION SYSTEM - PIER 7	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-N	WATER DISTRIBUTION SYSTEM - PIER 8	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-O	WATER DISTRIBUTION SYSTEM - PIER 9	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-P	WATER DISTRIBUTION SYSTEM - PIER 10	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-Q	WATER DISTRIBUTION SYSTEM - PIER 11	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-R	WATER DISTRIBUTION SYSTEM - PIER 12	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-S	WATER DISTRIBUTION SYSTEM - PIER 13	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-T	WATER DISTRIBUTION SYSTEM - PIER 14	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-U	WATER DISTRIBUTION SYSTEM - PIER 15	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-V	WATER DISTRIBUTION SYSTEM - PIER 16	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-W	WATER DISTRIBUTION SYSTEM - PIER 17	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-X	WATER DISTRIBUTION SYSTEM - PIER 18	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-Y	WATER DISTRIBUTION SYSTEM - PIER 19	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
3-Z	WATER DISTRIBUTION SYSTEM - PIER 20	1 L.S.	\$1,975.00	\$1,975.00		\$0.00	1	\$1,975.00
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 30A/30A" POWER PEDESTAL WITH WIRING	44 EA.	\$1,435.50	\$63,162.00		\$0.00	44	\$63,162.00
4-C	"SINGLE 100A" POWER PEDESTAL WITH WIRING	5 EA.	\$9,987.50	\$49,937.50		\$0.00	5	\$49,937.50
4-D	LIGHT ASSEMBLY, COMPLETE	10 EA.	\$7,970.00	\$79,700.00		\$0.00	10	\$79,700.00
4-E	LIGHT ASSEMBLY, HEAD ONLY	15 EA.	\$467.50	\$6,912.50	3.00	\$1,402.50	18	\$8,315.00
4-F	EAST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$8,937.50	\$8,937.50		\$0.00	1	\$8,937.50
4-G	WEST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$2,117.50	\$2,117.50		\$0.00	1	\$2,117.50
4-H	WEST JETTY ELECTRICAL SYSTEM	1 L.S.	\$2,062.50	\$2,062.50		\$0.00	1	\$2,062.50
4-I	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
4-J	RELOCATE JUNCTION BOXES PER CODE REQUIREMENTS - PIER 3	1 L.S.	\$4,066.00	\$4,066.00		\$0.00	1	\$4,066.00
4-K	REPAIR DAMAGED ELECTRICAL COMPONENTS - W. END OF PIER 3	1 L.S.	\$1,732.00	\$1,732.00		\$0.00	1	\$1,732.00
4-L	INSTALL PHOTOCELL ON EAST FISHING PIER	1 L.S.	\$340.00	\$340.00		\$0.00	1	\$340.00
4-M	REPLACE POWER CABLE TO PIER 2, SLIP #22	1 L.S.	\$9,702.26	\$9,702.26		\$0.00	1	\$9,702.26
Total FEMA Project Worksheet No. LBGR021								
				\$199,332.90		\$40,656.33		\$239,989.23
FEMA PROJECT WORKSHEET NO. LBGR025								
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 30A/30A" POWER PEDESTAL WITH WIRING	44 EA.	\$1,435.50	\$63,162.00		\$0.00	44	\$63,162.00
4-C	"SINGLE 100A" POWER PEDESTAL WITH WIRING	5 EA.	\$9,987.50	\$49,937.50		\$0.00	5	\$49,937.50
4-D	LIGHT ASSEMBLY, COMPLETE	10 EA.	\$7,970.00	\$79,700.00		\$0.00	10	\$79,700.00
4-E	LIGHT ASSEMBLY, HEAD ONLY	15 EA.	\$467.50	\$6,912.50	3.00	\$1,402.50	18	\$8,315.00
4-F	EAST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$8,937.50	\$8,937.50		\$0.00	1	\$8,937.50
4-G	WEST FISHING PIER ELECTRICAL SYSTEM	1 L.S.	\$2,117.50	\$2,117.50		\$0.00	1	\$2,117.50
4-H	WEST JETTY ELECTRICAL SYSTEM	1 L.S.	\$2,062.50	\$2,062.50		\$0.00	1	\$2,062.50
4-I	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
4-J	RELOCATE JUNCTION BOXES PER CODE REQUIREMENTS - PIER 3	1 L.S.	\$4,066.00	\$4,066.00		\$0.00	1	\$4,066.00
4-K	REPAIR DAMAGED ELECTRICAL COMPONENTS - W. END OF PIER 3	1 L.S.	\$1,732.00	\$1,732.00		\$0.00	1	\$1,732.00
4-L	INSTALL PHOTOCELL ON EAST FISHING PIER	1 L.S.	\$340.00	\$340.00		\$0.00	1	\$340.00
4-M	REPLACE POWER CABLE TO PIER 2, SLIP #22	1 L.S.	\$9,702.26	\$9,702.26		\$0.00	1	\$9,702.26
Total FEMA Project Worksheet No. LBGR025								
				\$283,745.76		\$1,402.50		\$285,148.26
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				\$551,388.66		\$42,058.83		\$593,447.49

EJCDC No. C-641 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

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Based upon the recommendation of Mr. Ball, Commissioner Reed made motion seconded by Commissioner Nicolais and unanimously carried to approve the aforesaid Change Order.

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

- Docket of Claims #HBR010714, as submitted.

**PORT COMMISSION MINUTES
JANUARY 16, 2014**

Commissioner Nicolais made motion seconded by Commissioner Reed and unanimously carried acknowledging receipt of the December, 2013, Revenue/Expense Report.

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

Harbor Master Report

January 16, 2014

- Portable pump out grant should be approved soon and need direction on where the 25% match will come from so that I may move forward to order
- 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 95% Decking 99% Water 90% West Pier 99% east Pier 100% Gates on pier 2,3,5 replaced
- Job # 1979 North Launch Ramp is on hold.
- Fuel pier: 75% complete with construction
- Job # 1977 All finger piers are complete
- Harbor Master Office: 100%
- Elevator had a large short in the safety systems that had to be fixed and due to parts being unknown retrofits were made to fix correctly
- 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
- The hard freeze found a defect in the pedestals water supply contractor is getting with the vendor to resolve problem
- Hard freeze broke the filters on ice machine even though it was winterized a new filter system will be purchased instead of 200 for new filters every year as it requires. New system is 6 months at 40.
- Hot water heater thermostats have broken providing all of 5 minutes of hot water now a plumber has verified this and will order new parts soon.
- The Cat Islands Adventures team needs a temporary location for kiosk. Under the building is a great location for temporary use till a more permanent location can be made.
- 80% certified CPR
- 100% boaters safety certified
- 100% SOP certified
- 2 Live Aboard (Welch, Kilner) Possible to have 3 more applications for next meeting
- November 116 of 213
- December 117 of 213

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

There was no Port Attorney's report due to his absence.

**PORT COMMISSION MINUTES
JANUARY 16, 2014**

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

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK