

PORT COMMISSION MINUTES
April 17, 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 p.m., Thursday, April 17, 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, Secretary Don Deschenes, Commissioners Susan Nicolais, Vernon Ehlers, Charles Purchner, Roger Ladner, Barney Hill, Stan Snodgrass, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

Absent the meeting was Commissioner Vernon Ehlers and Harbormaster Bill Angley.

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 comments or amendments to the agenda.

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

- Regular Minutes dated March 20, 2014, 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

April 17, 2014

RE: Project Updates:

1. **CIAP- Harbor Master Plan.**
USACE Memo of Agreement (MOA) needs approval and \$15k check returned to continue permit review process. Design and development of bid packages for improvement projects are in progress. Work Authorization #2 needs approval; engineering T&M not to exceed \$57k.
2. **Bulkhead Project** AGR Engineering is working on design and bid package for improvements along the new bulkhead. AGR revised agreement for the 4th design/bid package needs approval. Overall Engineering costs will be considered high, due to multiple design packages for this project, and may be questioned by B.I.G. auditors.
3. **Isaac Repairs.** Status on the harbor projects related to hurricane Isaac: Work on replacement of the north launch ramp pier/fueling station, Rip-Rap and Dredging will begin when permit is approved. Construction work is 60% complete on paving/sidewalks. Change Order #2 (\$20k by LBPC) for increase costs for Gulf Breeze to mob/de-mob allowing repair to bulkhead to be completed before paving road. AGR amendments #1-B and #6-B will need approval. Engineering fees are in accordance with FEMA estimate but Inspection fee for parking lot repairs will exceed FEMA's estimate by \$10k.

Please contact me at your convenience with any questions.

Best Regards,

**

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After brief discussion, it was determined that actions on the aforesaid report would be taken later, in the course of this meeting.

There came on for consideration the Memorandum of Agreement Between the Department of the Army and the City of Long Beach Port Commission, as follows:

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MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF LONG BEACH PORT COMMISSION

SUBJECT: Funding to expedite review and evaluation of permit application pursuant to 33 U.S.C. 408.

THIS AGREEMENT entered into this 17 day of April, 2014, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Corps") represented by the Mobile District Commander and the City of Long Beach Port Commission (hereinafter the "LBPC"), a non-Federal public entity, represented by the President of the City of Long Beach Port Commission.

WHEREAS, 33 U.S.C. 408 authorizes the Secretary of the Army to permit alterations/modifications to existing Corps of Engineer projects in certain circumstances; and,

WHEREAS, the Secretary of the Army has delegated the approval authority to the Chief of Engineers and the authority to approve relatively minor, low impact alterations/modifications in certain circumstances has further delegated to the District Engineer; and

WHEREAS, the LBPC has applied for a Section 404/10 permit to construct a project that may result in an alteration/modification of an existing Corps project; and

WHEREAS, prior to approval and issuance of a permit, the Corps must evaluate the proposed project and perform risk and engineering analyses to determine the level of impact on the existing Federal project; and

WHEREAS, the Corps is authorized, in accordance with Section 214 of the Water Resources Development Act of 2000 (P.L. 106-541), as amended, to accept and expend funds contributed by non-Federal public entity to expedite the evaluation of permits under the jurisdiction of the Department of the Army; and

WHEREAS, the LBPC has the full authority and capability to perform as hereinafter set forth and intends to provide funds for the required Corps analyses and evaluations required in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

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1. **PURPOSE:** This Memorandum of Agreement (MOA) will serve as the document whereby the Parties jointly agree to establish procedures and commitments regarding the funding for expediting the processing of the permit application package pursuant to 33 U.S.C. 408 ("Section 408").

2. **LBPC RESPONSIBILITIES:**

LBPC agrees to:

- a. Provide copies of all documentation required for review in accordance with the Section 408 Submittal Package Guide dated 11/12/08 and attached hereto as Exhibit 1.
- b. Provide the funding for Corps review and analysis of the documentation and proposed project, currently estimated to be \$15,000. This amount is an estimate subject to adjustment by the Government, after consultation with the LBPC, and is not to be construed as the total financial responsibilities for the Section 408 review.

3. **CORPS RESPONSIBILITIES:**

CORPS, using the funds provided by the LBPC agrees to:

- a. Expedite evaluation of the submitted Section 408 permit application to include, but not limited to:
 1. Technical analyses and writing;
 2. Agency Technical Review;
 3. Real estate evaluation;
 4. Risk analysis;
 5. Copying or other clerical support tasks;
 6. Acquisition of data;
 7. Site visits, including travel costs;
 8. Coordination activities;
 9. Additional required personnel;
 10. Contracting for technical services (e.g., structural risk evaluation, geotechnical analysis, hydraulic and hydrological engineering review);

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11. Environmental documentation preparation and review.

- b. Prepare documentation and submit to the Chief of Engineers as necessary for review and determination of grant of approval for the proposed project modification.

4. TERMS AND CONDITIONS:

- a. The funds provided hereunder may not be used by the Corps to cover administrative expenses related to real property, including drafting, negotiating, or issuing any necessary real estate instruments where the provisions of 10 U.S.C. 2695 is otherwise available for purposes of accepting and expending non-Federal funds.
- b. No funds provided by a Federal agency to the LBPC may be accepted by the Corps under Section 214 and this agreement unless the LBPC forwards to the Corps a written confirmation from the Federal agency that the use of the funds to expedite the evaluation of Section 408 permit applications is authorized.
- c. The LBPC understands that Corps acceptance and expenditure of the funds provided under this Section 214 agreement will not impact the Corps impartial decision-making with respect to evaluating the Section 408 permit application, either substantially or procedurally. "Expedite" as used in this agreement means to promptly perform all necessary reviews and follow all required procedures in the evaluation of the Section 408 application. Nothing herein shall imply or require that any Corps policy, procedure or requirement necessary for the complete review of the Section 408 application by the LBPC will be shortened or deleted during the review process.

7. REVIEW PROCEDURES AND TERMINATION:

- a. Any party to this MOA may withdraw from the agreement 30 days after sending written notice to the other Party stating the intent to withdraw and the reason for said action. In the event that either party elects to terminate this MOA, both parties shall conclude their activities relating to the Section 408 application and proceed to a final accounting of the funds provided and expended under this MOA. After final accounting and resolution of any outstanding obligations, any remaining funds shall be returned to the LBPC.
- b. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.
- c. This agreement can be terminated as outlined above, or upon a determination by the Parties that the Section 408 application review is complete.

8. EFFECTIVE DATE OF MEMORANDUM:

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This Memorandum of Agreement is effective on the date of the last signature.

DEPARTMENT OF THE ARMY

CITY OF LONG BEACH PORT
COMMISSION

By: _____

Jon J. Chytka
Colonel, Corps of Engineers
District Commander

By:  _____

Phillip Kies, President

**

**

After considerable discussion, Commissioner Reed made motion seconded by Commissioner Nicolais and unanimously carried to approve the aforesaid Memorandum of Agreement and authorize President Phillip Kies to execute the same.

There came on for consideration Long Beach Harbor Expansion & Enhancement Project Phase II Services, Work Authorization No. 2, as follows:

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CITY OF LONG BEACH
Long Beach Harbor Expansion & Enhancement Project
Phase II Services

WORK AUTHORIZATION NO. 2

Professional Services for Seven (7) Harbor Improvement Projects

It is agreed to undertake the following work in accordance with the provisions of our Short Form of Agreement for Professional Services dated February 16, 2012 and as amended by Amendment No. 1 dated February 20, 2014:

DESCRIPTION OF ASSIGNMENT

- A. The scope of work is generally described as professional engineering services for design, permitting, preparation of bid documents, bidding assistance, construction observation and coordination of close-out documentation for the following seven (7) harbor improvement projects:
1. Installation of garbage can restraints,
 2. Installation of fencing around fuel tank area,
 3. Installation of roof on the west fishing pier,
 4. Installation of two (2) fish cleaning stations,
 5. Installation of three (3) exhibit signs,
 6. Installation of twenty-four (24) benches in harbor, and
 7. Construction of one (1) pavilion with seating.

Total construction cost for the above referenced projects is estimated to be **\$300,000**.

BASIS OF COMPENSATION

- A. The Owner shall compensate the Consultant on a per hour basis in accordance with Attachment A (BMA's Standard Hourly Rates) of the Agreement and as amended for basic services provided with a cost not to exceed **\$57,000.00** (includes permitting and coordination). Reimbursable expenses are in addition to fees for services and will be billed accordingly. All conditions provided in the Agreement and as amended shall pertain to this Work Authorization.
- B. Invoices are submitted monthly and payment shall be made upon receipt of and in accordance with BMA's itemized invoice. Payment not received within 60 days of the invoice date will be considered delinquent and finance charges will be assessed. The terms of this proposal are valid for acceptance for 30 days only from the date written above.

O:\Vortie\ProjectFiles\3300 LB Harbor\WA#2 - Several Harbor Impr. Projects (AGR)\WA #2.doc

11-3300D-02

521 34th Street | Gulfport, MS 39507 | 228.864.7612 | fax 228.864.7676
796 Vieux Marche, 2nd Floor | Biloxi, MS 39530 | 228.436.7612 | fax 228.436.7676
www.bmaengineers.com

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Agreed as to the scope of services and compensation:

CITY OF LONG BEACH

LB PORT COMMISSION

BROWN, MITCHELL
ALEXANDER, INC

BY: _____

BY: *[Signature]*

BY: *Bill Mitchell, P.E.*

DATE: _____

DATE: *4/17/14*

DATE: *4.16.2014*

**

**

After considerable discussion, Commissioner Nicolais made motion seconded by Commissioner Reed and unanimously carried to approve the aforesaid Work Authorization No. 2, and authorize President Phillip Kies to execute the same.

There came on for consideration the following letters 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

April 16, 2014

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 two 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 for Basic Services are based on the FEMA fee curves contained in the contract, utilizing the final construction contract amount. We have also adjusted the costs for Construction Inspection on the Paving & Sidewalk Repair project. Due to the critical nature of those repairs, we provided substantially more inspection time than FEMA allotted. We request your approval in this matter.

Sincerely,

David Ball, P.E.

DB:1967-Master
Enclosure

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**AMENDMENT NUMBER 1-B TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND A. GARNER RUSSELL & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ISAAC PERMANENT REPAIRS
(PIERS & ELECTRICAL 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. Construction on this project has been completed successfully.
2. The project was bid with a Base Bid and an Alternate Bid item, both of which were included in the awarded construction Contract.
3. 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 Final Change Order, the construction cost of all FEMA (Hurricane Isaac) related items is \$515,030.79; therefore, total fees for the related Basic Services shall be \$60,900.
 - b. Additionally, at Owner's request, additional services were performed for the design of electrical improvements in the Harbor (to be reimbursed under Katrina PW #6588). Based on the Certified Tabulation of the Bids, the construction cost of Alternate 1 is \$68,310; therefore, fees for the related Basic Services shall be \$8,100.
4. 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 \$15,500 for Construction Inspection services for the Base Bid.
 - b. Fees for Construction Inspection services for the Alternate Bid shall be up to \$2,000.
 - 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: 4-16-14

PORT COMMISSION MINUTES
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**AMENDMENT NUMBER 6-B 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. While full-time inspection services are not required or even anticipated on all phases of this project, due to the critical nature of the work of sealing the "southern quay" and constructing a concrete pavement section in that area, construction inspection time was significantly overrun.
2. As stated in previous contract amendments, FEMA's allotment for Construction Inspection fees is well below that needed for full-time inspection.
3. Therefore, 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. We currently estimate the total of fees for the Construction Inspection category of services at \$27,000.
 - b. This total of fees for this category will not be exceeded without further amendment.

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: 4-16-14

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

520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502

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

April 16, 2014

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

**RE: BIG Improvements – 2014
Proposed Engineering Agreement**

Ladies and Gentlemen:

We have attached a proposed Contract between the City and A. Garner Russell for engineering services related to the construction of miscellaneous improvements as part of the BIG program in the Long Beach Smallcraft Harbor. This project will further be coordinated with a CIAP project and will be released as one bid package for ease of coordination during construction.

Should it please the Board, we recommend approval of the referenced Contract so that design work may proceed.

Sincerely,

David Ball, P.E.

DB:2025
Enclosure

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of April 17, 2014 ("Effective Date") between
City of Long Beach ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the construction of miscellaneous items of work around the Harbor facilities, all more particularly described as: paving repairs along the east-west road at the north side of the Harbor, install benches along the new concrete walkway between Pier 5 and the fuel pier, install rubber bumpers (or equivalent) along new pier, complete installation of the Harbor's flag pole, install concrete curbing and asphalt to control storm water runoff near Pier 5, install a pavilion with suitable seating. Each of these items will be coordinated, in terms of exact scope and location, with Harbor and Port Commission personnel. These items will be issued in one bid package, also including miscellaneous improvements related to the CIAP project performed by Brown, Mitchell, & Alexander. ("Project")

Description of Engineer's Services: Provide design, bidding, and construction phase services for the referenced scope of work for the BIG Tier 2 Development project in the Long Beach Harbor.

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,

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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.

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 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@

2 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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 4 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. Construction is currently estimated at approximately \$96,000, based on the attached document (marked Exhibit 1) titled "Projects for new Bulkhead and Transient Mooring Pier". The items included in this agreement are Items No. 5-10 in the "B.I.G. Grant" section.
 2. Basic Services will be compensated in 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.
 3. Total fees for Basic Services are not expected to exceed \$7,200. This fee will not be exceeded without prior mutual agreement.
 4. Resident Project Representative Services and Post Construction Services: For services of ENGINEER's Resident Project Representative, a proportional amount equal to the cumulative hours charged to the combined (BIG & CIAP) 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.
 5. Additional Services, if required, will include, but not be limited to, as-builts, necessary permitting, and surveying work. Related expenses will be paid in accordance with Section 3.01.
 6. Engineer's Standard Hourly Rates are attached as Appendix 1.
 7. The Standard Hourly Rates will be adjusted annually (in May) to reflect equitable changes in the compensation payable to the ENGINEER.
- B. Engineer proposes the following schedule for submittal of the work to the Owner:
1. Final Design Phase 150 days from City's Notice to Proceed.
 2. Bidding & Construction Phases Schedule to be determined upon approval of the City.
- C. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months from the date of this agreement. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be adjusted by appropriate contract modification.

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. / 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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4-10-2013

Projects for new Bulkhead and Transient Mooring Pier

B.I.G. Grant

~~February 21, 2014~~

AGR

	ITEM	ESTIMATE
1	Lighting along concrete walk (chk w/ Becky)	\$ 30,000
2	Finish concrete walk to East/erosion control	\$ 8,000
3	Erosion control plantings north of new bulkhead	\$ 15,000
4	Out reach Materials	\$ 20,000
5	Asphalt to stop erosion	\$ 8,500
6	Benches along walk way (Green fiber glass)	\$ 8,000
7	Rubber bumpers along new pier	\$ 9,000
8	Flag Pole installation	\$ 5,000
9	Curb and Asphalt to control storm water runoff	\$ 20,000
10	Pavilion with seating (Bill to select location)	\$ 45,000
11	Engineering	\$ 29,100
12	Program Management	\$ 3,500
13	Project Inspection	\$ 16,900
14	Misc.	\$ 72,000
	Total	\$ 290,000
CIAP Improvement Projects		
1	Install 24" pipe through south bulkhead wall.	\$ 25,000
2	Electrical Imp. Plus Finger Piers	\$ 38,500
3	Reinforce supports for bulkheads	\$ 375,000
4	Provide restraint system to protect garbage cans	\$ 30,000
5	Fence around fuel tanks	\$ 1,800
6	Provide roof over west fishing pier	\$ 45,000
7	Two Fish cleaning station near charter boats 1 and 3	\$ 100,000
8	three exhibit signs plus installation	\$ 25,000
9	Add 24 benches around harbor area	\$ 20,000
10	Pavilion with seating (Bill to select location)	\$ 45,000
11	Engineering plus inspection	\$ 120,000
12	Misc.	\$ 174,700
		\$ 1,000,000

EXHIBIT 1

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Appendix 1

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.....	\$105.00
Senior Project Manager.....	\$105.00
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
Project Technician.....	\$60.00
CADD Technician III.....	\$80.00
CADD Technician II.....	\$65.00
CADD Technician I.....	\$50.00
Clerical.....	\$55.00
Surveys with RTK GPS Equipment.....	\$12.00

PORT COMMISSION MINUTES
April 17, 2014



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

520 33RD STREET
GULFPORT, MS 39507

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

April 16, 2014

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

RE: Proposed Change Order #2
Hurricane Isaac – Pavement and Sidewalk Repairs
Long Beach Smallcraft Harbor

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project. Due to the need for Gulf Breeze Landscaping (the Contractor) to demobilize from the site now, and to remobilize upon completion of other work (by the City) in the Harbor, this change order modifies the Contract in several critical ways:

- Provides that the City will negotiate a mutually-agreeable date for Contractor to return to work once the other projects are completed.
- Provides a pay item to compensate Contractor for expenses incurred in the early phases of the work, for which there was no pay item to recoup the costs. These expenses will be paid now, but deducted upon Contractor's return to work. This results in a net-zero change to the Contract amount. These costs are real costs that the Contractor has already incurred, such as bonding costs, mobilization, etc.
- Provides a pay item for demobilization & remobilization costs.
- Provides a pay item to compensate Contractor for the loss of work productivity & damages due to this significant change to the Contract.
- Provides that all uncompleted work will receive a Consumer Price Index (CPI) adjustment per statistics from the US Bureau of Labor and Statistics, upon Contractor's return to work.

These items are in accord with a meeting held at City Hall, between Phil Kies, Ron Robertson, the Contractor, and A. Garner Russell & Assoc. We recommend approval of this change.

Sincerely,

David Ball, P.E.

DB:1983
Enclosure

O:\1983\20140416 Recommend CO2.doc

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PORT COMMISSION MINUTES

April 17, 2014

ATTACHMENT TO CHANGE ORDER NUMBER		PROJECT NO.						
		1983						
		2						
NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	EXTENSION THIS C.O.	QUANTITY THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. 186R023								
400-A	REMOVAL OF PAVEMENT	1,425 S.Y.	\$5.00	\$7,125.00			1,425	\$7,125.00
<i>Southern Fishing Quay</i>								
401-A	SELECT SANDY BACKFILL (LWM)	900 C.Y.	\$21.50	\$19,350.00			900	\$19,350.00
401-B	CLAY GRAVEL BACKFILL (LWM)	400 C.Y.	\$67.00	\$26,800.00			400	\$26,800.00
401-C	1" LIMESTONE ROAD BASE RESTORATION (PM)	1,318 S.Y.	\$16.65	\$21,944.70			1,318	\$21,944.70
401-D	2" BITUMINOUS SURFACE COURSE (12.5MM MIX, PM)	1,318 S.Y.	\$72.10	\$95,027.80			1,318	\$95,027.80
401-E	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	14	\$1,400.00	\$19,600.00			14	\$19,600.00
401-F	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	19	\$2,850.00	\$54,150.00			19	\$54,150.00
<i>SEAL SEAMS/PENETRATIONS IN THE SOUTH BULKHEAD WALL (INTERIOR AND EXTERIOR)</i>								
402-A	TRAFFIC STRIPING	1,238 M/F	\$5.25	\$6,499.50			1,238	\$6,499.50
402-B	CHAIN LINK FENCE	1,584 L.F.	\$1,594.00	\$2,524,560.00			1,584	\$2,524,560.00
402-C	GUARD RAIL	300 L.F.	\$19.75	\$5,925.00			300	\$5,925.00
402-D	FORMING FOR REVISED CONCRETE PAVEMENT SECTION	305 L.F.	\$40.25	\$12,276.25			305	\$12,276.25
402-E	CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	1 L.S.	\$6,235.00	\$6,235.00			1	\$6,235.00
<i>CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS</i>								
CO1-401-G	REMOVE POLE FOOTER AROUND PERIMETER OF REVISED CONCRETE	11 L.S.	\$3,025.00	\$33,275.00			11	\$33,275.00
CO1-401-H	DETERMINATION OF CHANGED FIELD CONDITIONS	1 L.S.	\$1,000.00	\$1,000.00			1	\$1,000.00
CO2-1	CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	0 L.S.	\$20,000.00	\$0.00			1	\$20,000.00
CO2-2	DEDUCT CONTRACTOR'S BOND COSTS & PRELIMINARY PROJECT COSTS	0 L.S.	(\$20,000.00)	\$0.00			1	(\$20,000.00)
<i>Parking Lot Repairs</i>								
400-A	REMOVAL OF PAVEMENT	2,972 S.Y.	\$13.47	\$40,032.84			2,972	\$40,032.84
401-A	SELECT SANDY BACKFILL (LWM)	50 C.Y.	\$15.00	\$750.00			50	\$750.00
401-B	CLAY GRAVEL BACKFILL (LWM)	50 C.Y.	\$55.00	\$2,750.00			50	\$2,750.00
401-C	1" LIMESTONE ROAD BASE RESTORATION (PM)	2,972 S.Y.	\$16.95	\$50,375.40			2,972	\$50,375.40
401-D	2" BITUMINOUS SURFACE COURSE (12.5MM MIX, PM)	2,972 S.Y.	\$22.68	\$67,272.56			2,972	\$67,272.56
401-E	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	20 EA.	\$100.00	\$2,000.00			20	\$2,000.00
401-F	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	1 EA.	\$150.00	\$150.00			1	\$150.00
402-A	TRAFFIC STRIPING	150 L.F.	\$1.00	\$150.00			150	\$150.00
<i>West Arty Parking Lot Repairs</i>								
400-A	REMOVAL OF PAVEMENT	67 S.Y.	\$5.00	\$335.00			67	\$335.00
401-A	SELECT SANDY BACKFILL (LWM)	50 C.Y.	\$15.00	\$750.00			50	\$750.00
401-B	CLAY GRAVEL BACKFILL (LWM)	50 C.Y.	\$55.00	\$2,750.00			50	\$2,750.00
401-C	1" LIMESTONE ROAD BASE RESTORATION (PM)	67 S.Y.	\$14.70	\$984.90			67	\$984.90
401-D	2" BITUMINOUS SURFACE COURSE (12.5MM MIX, PM)	67 S.Y.	\$14.70	\$984.90			67	\$984.90
402-G	REMOVE AND REINSTALL EXISTING CONCRETE WHEEL STOPS	15 EA.	\$100.00	\$1,500.00			15	\$1,500.00
402-H	PROVIDE AND INSTALL NEW CONCRETE WHEEL STOPS	1 EA.	\$150.00	\$150.00			1	\$150.00
402-A	TRAFFIC STRIPING	100 L.F.	\$1.00	\$100.00			100	\$100.00
				\$409,218.69	\$0.00			\$409,218.69
TOTAL FEMA PROJECT WORKSHEET NO. 186R023								
<i>CO2 Alternates Bid - Non-FEMA Reimbursable</i>								
CO2-100-A	INSTALL 24" GULCH FROM THROUGH AT SOUTHERN QUAY	1 L.S.	\$23,300.00	\$23,300.00			1	\$23,300.00
				\$23,300.00	\$0.00			\$23,300.00
TOTAL CO2 Alternates Bid - Non-FEMA Reimbursable								
<i>Tideland's Funds Reimbursable</i>								
CO2-3	DEMOBILIZATION/REMOBILIZATION	0 L.S.	\$5,000.00	\$0.00			1	\$5,000.00
CO2-4	RENTAL FEES	0 L.S.	\$5,000.00	\$0.00			1	\$5,000.00
CO2-5	EQUIPMENT COSTS & DAMAGES DUE TO DELAY	0 L.S.	\$10,000.00	\$0.00			1	\$10,000.00
				\$0.00	\$20,000.00			\$20,000.00
TOTAL Tideland's Funds Reimbursable								
				\$432,518.69	\$20,000.00			\$452,518.69

E:\CPO No. 0241 (0202) E:\CPO Contract Documents\Commissioner and attached by the Amended Contract\Commission of America and the Commission Specifications\Initials

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Based upon the recommendation of Project Engineer David Ball, Commissioner Nicolais made motion seconded by Commissioner Purchner and unanimously carried to approve the amendments, agreement, and change orders as set forth above.

The Commission recognized Mr. Jimmy Levens, Lessee, Blue Ridge Properties, LLC and discussion was held regarding the status of construction. There was no action required or taken.

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The Commission again recognized Mr. Jimmy Levens, requesting approval to sublease by and between Blue Ridge Properties, LLC (BRP) and Bull Harbor, LLC and a request for an amendment to the BRP lease as the restaurant will not be able to open on its current schedule of July 1, 2014.

After considerable discussion, it was the consensus of the commission to schedule a recessed meeting, later in the course of this meeting, to take up the matter of the sublease and amendment.

There came on for discussion an update on advertising the Harbor. Commission Reed apprised the commission that Guice Agency was engaged to produce a creative brief, which was approved by the committee and is proceeding.

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

- Docket #HBR040114, as submitted
- Docket #HBR041514, as submitted

Upon continued discussion, it was the consensus of the commission to request the Harbormaster furnish an itemized invoice for Cable One and Mississippi Power at the next regular meeting.

Port Attorney James C. Simpson was excused from the meeting.

The following notification of FY 2015 Tidelands Grant Award was received, as follows:

PORT COMMISSION MINUTES
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STATE OF MISSISSIPPI
Phil Bryant
Governor

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

April 10, 2014

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

Re: FY2015 Tidelands Grant Award- FY2015-P501-06LB- City of Long Beach – 2015 Harbor Improvements

Dear Mayor Skellie:

It is my pleasure to notify you that the City of Long Beach FY2015 Tidelands grant application has been awarded funding. The Tidelands Trust Funds allocated for your project; 2015 Harbor Improvements, are in the amount of \$300,000.00.

The Tidelands Grant Agreements for the above-referenced project will be forwarded to you in December, 2014. We ask that you use this time to complete and submit a project budget for this project.

Thank you for your help in making the State of Mississippi and the Gulf Coast a better place to live and work. Should you have any questions regarding this matter, please do not hesitate to contact me or Sonja Slater, at (228) 523-4138.

In appreciation,

Handwritten signature of Jamie M. Miller in cursive.

Jamie M. Miller
Executive Director

cc: David Ball

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There was no action required or taken regarding the aforesaid Grant Award.

Commissioner Ladner made motion seconded by Commissioner Nicolais and unanimously carried acknowledging receipt of the March, 2014, Revenue/Expense Report.

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The Harbormaster report was ordered spread upon the minutes of this meeting in words and figures, as follows:

Harbor Master Report

April 17, 2014

- Portable pump out grant is approved currently received quotes and getting PO's
- Currently requesting quotes for a maintenance and hurricane contract for electrical pedestals
- WIFI Repeater: Units are available for purchase inexpensively and would add a positive feature to harbor and may also be BIG qualified.
- South Parking should be open next week and Quay shortly after that
- Fixed ice machine
- Painted no parking by boat launch
- 80% certified CPR
- 100% boaters safety certified
- 100% SOP certified
- 3 Live Aboard (Welch, Kilner, Campbell)
- November 116 of 213
- December 117 of 213
- Jan. 122 of 213
- Feb. 121 of 213
- Mar.123 of 213
- Apr. 128 of 213

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

There was no Port Attorney's report.

There being no further business to come before the Port Commission at this time, Commissioner Nicolais made motion seconded by Commissioner

PORT COMMISSION MINUTES
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Reed and unanimously carried to **recess this meeting until Tuesday, April 22, 2014, at 5:00 p.m.**

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK