PORT COMMISSION MINUTES
DECEMBER 17, 2015

Be it remembered that a regular meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall, 201 Jeff Davis Avenue, in said City, on Thursday, December 17, 2015, at 5 o'clock p.m., it being the time, place, and date fixed for holding said meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: President Phil Kies, Vice President Susan Nicolais, Secretary Don Deschenes, Commissioners Joseph Yott, Sr., Barney Hill, Stan Snodgrass, Harbormaster Bill Angley, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commissioners Vernon Ehlers, John Casey, Roger Ladner, and Port Attorney James C. Simpson, Jr.

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

****

Commissioner Kies called the meeting to order and there were no comments or amendments to the agenda.

****

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

- Regular Minutes dated November 19, 2015, as submitted.

****

The Commission recognized Mr. Ron Robertson, Project Manager, Broaddus and Associates, with project updates, as follows:

BROADDUS & ASSOCIATES
INNOVATIVE PROJECT MANAGEMENT AND PLANNING

Long Beach Port Commission
Phil Kies. President

December 17, 2015

RE: Project Updates:

1. **CIAP– Harbor Master Plan and Improvements.**
   - A CIAP Project time extension has been approved through June 30, 2016.
   - Only two remaining CIAP projects: M&D Construction Inc., successful low bidder, is currently about 98% complete with the West pier pavilion and new fish cleaning station; they will begin work on the Finger Pier Improvements in January 2016 with estimated completion in April 2016.
   - USACE continues their prolonged permit review process for the Harbor Master Plan. Long Beach has a scheduled meeting with USACE the week of January 11, 2016 to review the current status.
   - On Wednesday, 12-16-2015, an onsite review was conducted of the harbor landscaping project with the contractor. There were noted several plants which need to be replaced. Replacement of these plants will be completed within the next two months. There is a possibility of two palm trees needing to be replaced. This cannot be done now or determined if it is necessary until next spring. These trees will be covered under the warranty if it is necessary to replace them. Contractor requests final payment after satisfactorily replacing all other plant material.

2. **Isaac Repairs,**
   - The Memorandum of Agreement from MSDMR for an approved Beneficial Use site for disposal materials has been approved. The dredging contractor, Matthews Marine, will start the harbor dredging work in January 2016. A FEMA time extension to August 31, 2016 has been requested. This is the final repair project as a result of Hurricane Isaac damages.
   - The harbor master may be facing a tough boat slip juggling act to accommodate both the dredging project and the finger pier improvement project in January.

Best Regards,

R. E. Robertson

** **

Based upon the aforesaid report, there was no action required or taken.

****

Commissioner Nicolais made motion seconded by Commissioner Deschenes and unanimously carried acknowledging the Tidelands Grant Agreement, City of Long Beach, Fiscal Year 2016, as follows:

FY16-P613-01

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement
City of Long Beach
FISCAL YEAR 2016

City of Long Beach hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1545 2015 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **$300,000** for the City of Long Beach Harbor Improvements, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Long Beach** agrees to:

1) Expend monies for the project as designated by the Legislature in H.B. 1545 2015 Regular Session for Harbor Improvements and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.

2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2016, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
   - Final project design and budget
   - Benefits to the public and community
   - Visual presentation (photographs) of project
   - Narrative description of project
   - Description of Work Completed
   - Milestones for Completion
   - Funds expended (to include Tidelands and Matching Funds)

3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).

4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2016 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources.

On behalf of the **City of Long Beach**, I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Fund Appropriations.

Jamie M. Miller, Executive Director
Department of Marine Resources

11/10/2015
Date

Mayor William Skellie, Jr.
City of Long Beach

11/19/2015
Date

****

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507
TEL (228) 863-0667
FAX (228) 863-5232

December 2, 2015

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

RE: Long Beach Smallcraft Harbor Paving Improvements (B.I.G. and C.I.A.P.)
Final Acceptance – Landmark Contracting, Inc.

Gentlemen:

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

1. Change Order Number 5 (Final), with an increase of $606.58. The final amount of the contract is $356,313.65.
2. Application for Payment Number 6 (Final), in the amount of $17,815.68, bringing the total of all payments to the amount of $356,313.65.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Release of Liens.
5. Contractor's Affidavit of Debts and Claims.
6. Certificate of Substantial Completion.
7. Updated Certificate of Liability Insurance.

Sincerely,

David Ball, P.E.

DB/st: 2025 Paving
Enclosures

O:\2025\Paving Improvements\20151202 Re Final Acceptance Landmark.docx

Change Order No. 5 (Final)

Date of Issuance: 9/8/2015 Effective Date: 9/15/2015

Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	Smallcraft Harbor - BIG & CIAP Improvements - Paving	Date of Contract:	3/25/2015
Contractor:	Landmark Contracting, Inc.	Engineer's Project No.:	2025-Paving

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

Description:

1. Adjust contract amount to final field quantities.
2. Adjust contract time for continued delays in procurement of light poles, for added work, and for appropriate asphalt cure-time prior to final striping.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$235,692.24

(Increase) in Contract Price from previous Change Orders No.
$120,014.83

Contract Price prior to this Change Order:
$355,707.07

(Increase) in Contract Price due to this Change Order:
$606.58

Revised Contract Price incorporating this Change Order:
$356,313.65

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [45] Calendar days
Substantial completion (days or date): 5/20/2015
Ready for final payment (days or date):

(Increase) in Contract Time from previous Change Orders No.
Substantial completion (days or date): 41
Ready for final payment (days or date):

Contract Times prior to this Change Order:
Substantial completion (days or date): 6/30/2015
Ready for final payment (days or date):

(Increase) in Contract Time due to this Change Order:
Substantial completion (days or date): 51
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 8/20/2015
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By:
Date: 9.11.2015	Date: Sept. 09, 2015	Date: 9.17.2015

1 of 2

ATTACHMENT TO CHANGE ORDER NUMBER 5 (Final) PROJECT NO. 2025-Paving

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BID SCHEDULE NO. 1									
3-A-1	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	373.62	TON	$111.09	$41,505.45		$0.00	373.62	$41,505.45
3-B-1	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	236.64	TON	$114.71	$27,144.97		$0.00	236.64	$27,144.97
4-C	TEMPORARY STRIPING	1.00	L.S.	$3,018.75	$3,018.75		$0.00	1	$3,018.75
	Total Bid Schedule No. 2				**$71,669.17**		**$0.00**		**$71,669.17**
BID SCHEDULE NO. 2 - ALL OTHER WORK									
1-A	INSTALL TRENCH DRAIN	1.00	L.S.	$9,660.00	$9,660.00		$0.00	1	$9,660.00
1-B	INSTALL SIGNAGE	1.00	L.S.	$362.25	$362.25		$0.00	1	$362.25
1-C	MISCELLANEOUS SITEWORK	1.00	L.S.	$12,075.00	$12,075.00		$0.00	1	$12,075.00
2-A	CONCRETE HEADER CURB	2,564.50	L.F.	$18.11	$46,443.10		$0.00	2,564.50	$46,443.10
2-B	CONCRETE SIDEWALK	170.50	S.Y.	$43.47	$7,411.64		$0.00	170.50	$7,411.64
3-A	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	550.00	TON	$111.09	$61,099.50		$0.00	550	$61,099.50
3-B	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	709.93	TON	$114.71	$81,436.07		$0.00	709.93	$81,436.07
4-A	THERMOPLASTIC DETAIL (ANY COLOR)	4,982.00	L.F.	$2.72	$13,551.04	326	$886.72	5,308.00	$14,437.76
4-B	THERMOPLASTIC LEGEND (ANY COLOR)	525.00	S.F.	$9.66	$5,071.50	(29)	($280.14)	496	$4,791.36
5-A	LIGHT POLE	0.00	EA.	$4,021.70	$0.00		$0.00	0	$0.00
5-B	LIGHT FIXTURE	0.00	EA.	$1,821.44	$0.00		$0.00	0	$0.00
5-C	1" PVC UNDERGROUND CONDUIT	780.00	L.F.	$5.81	$4,531.80		$0.00	780	$4,531.80
CO2-5-A	LIGHT POLE (PER FINAL LIGHTING PLAN)	6.00	EA.	$3,968.00	$23,808.00		$0.00	6	$23,808.00
CO2-5-B	LIGHT FIXTURE (PER FINAL LIGHTING PLAN)	6.00	EA.	$2,173.00	$13,038.00		$0.00	6	$13,038.00
CO3-5-A	ADDITIONAL SIZE - LIGHT POLE FOUNDATION	6.00	EA.	$925.00	$5,550.00		$0.00	6	$5,550.00
	Total Bid Schedule No. 2				**$284,037.90**		**$606.58**		**$284,644.48**
				TOTAL	**$355,707.07**		**$606.58**		**$356,313.65**

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

APPLICATION FOR PAYMENT NO. 6 Final

TO: **City of Long Beach** (OWNER)

Contract for: **Long Beach Smallcraft Harbor Paving Improvements** Dated: **3/25/2015**

(B.I.G. and C.I.A.P.)

OWNER'S Project No.: ENGINEER'S Project No.: **2025 Paving**

For work accomplished through the date of: **8/20/2015**

CURRENT CONTRACT AMOUNT: **$356,313.65**

ITEM		CONTRACTOR's Schedule of Values			Work Completed	
		Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK						$356,313.65
STORED MATERIALS						$0.00
TOTAL	$356,313.65					$356,313.65
(Orig. Contract)	$235,692.24					
CO #1	$0.00					
CO #2	$6,768.68					
CO #3	$5,550.00					
CO #4	$107,696.15					
CO #5	$606.58					

Accompanying Documentation:

GROSS AMOUNT DUE	$	356,313.65
LESS 0% RETAINAGE	$	0.00
AMOUNT DUE TO DATE	$	356,313.65
LESS PREVIOUS PAYMENTS	$	338,497.97
AMOUNT DUE THIS APPLICATION	$	17,815.68

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 6 Final inclusive; and (2) title to all materials and equiment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Landmark Contracting, Inc.
P.O. Box 2391
Gulfport, MS 39505
CONTRACTOR

Dated: _____, 2015

By:

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 12.2, 2015

A. GARNER RUSSELL & ASSOCIATES, INC.
ENGINEER

By:

ATTACHMENT TO PAY ESTIMATE NO. 6 Final

PROJECT NO. 2025 Paving

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS, EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BID SCHEDULE NO. 1 - PHASE 1											
B.I.G. IMPROVEMENTS											
1-A	INSTALL TRENCH DRAIN	1	L.S.	$9,660.00	$9,660.00	100%	$9,660.00		$0.00	100%	$9,660.00
2-A	CONCRETE HEADER CURB	300	L.F.	$18.11	$5,433.00	300	$5,433.00		$0.00	300.00	$5,433.00
3-A-1	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	373.62	TON	$111.09	$41,505.45	373.62	$41,505.45		$0.00	373.62	$41,505.45
3-B-1	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	250.72	TON	$114.71	$28,760.09	250.72	$28,760.09		$0.00	250.72	$28,760.09
4-C	TEMPORARY STRIPING	1	L.S.	$3,018.75	$3,018.75	100%	$3,018.75		$0.00	100%	$3,018.75
	TOTAL BID SCHEDULE NO. 1				$88,377.29		$88,377.29		$0.00		$88,377.29
BID SCHEDULE NO. 2 - ALL OTHER WORK											
CIAP IMPROVEMENTS											
1-B	INSTALL SIGNAGE	1	L.S.	$362.25	$362.25	100%	$362.25		$0.00	100%	$362.25
1-C	MISCELLANEOUS SITEWORK	1	L.S.	$12,075.00	$12,075.00	100%	$12,075.00		$0.00	100%	$12,075.00
2-A	CONCRETE HEADER CURB	2,264.50	L.F.	$18.11	$41,010.10	2264.50	$41,010.10		$0.00	2264.50	$41,010.10
2-B	CONCRETE SIDEWALK	170.50	S.Y.	$43.47	$7,411.64	170.5	$7,411.64		$0.00	170.50	$7,411.64
3-A	HOT BITUMINOUS ASPHALT OVERLAY COURSE (ST-12.5mm)	550	TON	$111.09	$61,099.50	550	$61,099.50		$0.00	550	$61,099.50
3-B	HOT BITUMINOUS ASPHALT REPAIR/LEVELING COURSE (ST-9.5mm)	695.85	TON	$114.71	$79,820.95	695.85	$79,820.95		$0.00	695.85	$79,820.95
4-A	THERMOPLASTIC DETAIL (ANY COLOR)	5,308	L.F.	$2.72	$14,437.76	5308	$14,437.76		$0.00	5308	$14,437.76
4-B	THERMOPLASTIC LEGEND (ANY COLOR)	496	S.F.	$9.66	$4,791.36	496	$4,791.36		$0.00	496	$4,791.36
5-A	LIGHT POLE	0	EA.	$4,021.70	$0.00	0	$0.00		$0.00	0	$0.00
5-B	LIGHT FIXTURE	0	EA.	$1,821.44	$0.00	0	$0.00		$0.00	0	$0.00
5-C	1" PVC UNDERGROUND CONDUIT	780	L.F.	$5.81	$4,531.80	780	$4,531.80		$0.00	780	$4,531.80
CO2-5-A	LIGHT POLE (PER FINAL LIGHTING PLAN)	6	EA.	$3,968.00	$23,808.00	6	$23,808.00		$0.00	6	$23,808.00
CO2-5-B	LIGHT FIXTURE (PER FINAL LIGHTING PLAN)	6	EA.	$2,173.00	$13,038.00	6	$13,038.00		$0.00	6	$13,038.00
CO3-5-A	ADDITIONAL SIZE - LIGHT POLE FOUNDATION	6	EA.	$925.00	$5,550.00	6	$5,550.00		$0.00	6	$5,550.00
	TOTAL BID SCHEDULE NO. 2				$267,936.36		$267,936.36		$0.00		$267,936.36
TOTAL BID (SCHEDULE NO. 1 + SCHEDULE NO. 2):					$356,313.65		$356,313.65		$0.00		$356,313.65

B.I.G. IMPROVEMENTS
VALUE OF COMPLETED WORK $88,377.29

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 106242015

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: "same as below"

CONTRACT DATED:

PROJECT:
(Name and address)

Smallcraft Harbor Paving Improvements, B.I.G. & C.I.A.P., City of Long Beach, MS

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of
(Insert name and address of Contractor)

Landmark Contracting, Inc.
11147 Old Highway 49
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 19, 2015
(Insert in writing the month followed by the numeric date and year.)

cc: Landmark Contracting, Inc.

Travelers Casualty and Surety Company of America

Attest:
(Seal): Peggy Jackson, Witness

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact
(Printed name and title)

Resident Mississippi Agent/Bottrell Insurance

G707—1994

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106242015

OR

Project Description: Smallcraft Harbor Paving Improvements, B.I.G. & C.I.A.P., City of Long Beach, MS

Principal: Landmark Contracting, Inc.

Obligee: City of Long Beach

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephen Wesley Price, Jr. of the City of **Jackson**, State of **MS**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016.**

Marie C. Tetreault, Notary Public

PORT COMMISSION MINUTES
DECEMBER 17, 2015

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of November, 2015

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Sample for Specification Manual
B.I.G. and C.I.A.P.

TO OWNER: *(Name and address)*
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

ARCHITECT'S PROJECT NUMBER: 2025 Paving

CONTRACT FOR: Long Beach Smallcraft Harbor Paving Imp.

CONTRACT DATED: 03/25/2015

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Landmark Contracting, Incorporated
P.O. Box 2391
Gulfport, MS 39505

BY: _____
(Signature of authorized representative)
D. Steven Waller, Secretary/Treasurer
(Printed name and title)

Subscribed and sworn to before me on this date:
11-19-2015

Notary Public: Robin Vercher
My Commission Expires: August 25, 2017

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 64156
ROBIN VERCHER
Commission Expires
Aug. 25, 2017
HARRISON COUNTY

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User Notes: (3783238713)

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

==========

TO: (Owner)
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

ENGINEER'S PROJECT NO. 2025 Paving
CONTRACT FOR: Entire Project
CONTRACT DATE: 3/25/2015

PROJECT: Long Beach Smallcraft Habor Paving Improvements
(B.I.G. and C.I.A.P.)

==========

State of: Mississippi
County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtednes and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory t Owner for each exception.)

NONE

==========

CONTRACTOR: Landmark Contracting, Inc.
(Address) P.O. Box 2391
Gulfport, MS 39505

BY:

Subscribed and sworn to before me this 19 day of November 2015

Notary Public: Robin Vercher

My Commission Expires: August 25, 2017

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64156 ROBIN VERCHER Commission Expires Aug. 25, 2017 HARRISON COUNTY

==========

ONE PAGE

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Long Beach Smallcraft Harbor Paving Improvements (B.I.G. & C.I.A.P.)

DATE OF ISSUANCE September 8, 2015

OWNER City of Long Beach

OWNER'S Contract No. .....

CONTRACTOR Landmark Contracting, Inc. ENGINEER A. Garner Russell & Associates, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach
OWNER

And To Landmark Contracting, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 20, 2015
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of ~~Substantial Completion~~. issuance.

EJDC No. 1910-8-D (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: Complete Attachment "A"

The following documents are attached to and made a part of this Certificate:

Punchlist

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contact Documents.

Executed by ENGINEER on 9.11, 2015

A. Garner Russell & Associates, Inc.
ENGINEER

By: (Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 20, 2015

Landmark Contracting, Inc.
CONTRACTOR

By:

OWNER accepts this Certificate of Substantial Completion on 9-14, 2015

City of Long Beach
OWNER

By: (Authorized Signature)

LB Smallcraft Harbor
BIG & CIAP – Paving Improvements

Walkthru: 8/27/2015
Punchlist Date: 9/1/2015

- Move sign & patch asphalt at NE area of site
- Investigate and repair low spot near light pole at north area of site
- Clean up NW light pole base
- Clean up behind curbs

LANDCON-02 MWHEELER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215

CONTACT NAME: Miranda Wheeler, CIC, CISR
PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brierfield Insurance Company	10993
INSURER B : Luba Casualty Insurance Company	12472
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Landmark Contracting, Inc.
P.O. Box 2391
Gulfport, MS 39505

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP0014021	05/15/2015	05/15/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	X PD Ded: $500						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO	X	X	CA0020997	05/15/2015	05/15/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
A	EXCESS LIAB CLAIMS-MADE			UMB0014292	05/15/2015	05/15/2016	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000						Prod/Co Ops Agg	$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	028000018326113	05/15/2015	05/15/2016	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Leased/Rented Equip			CPP0014021	05/15/2015	05/15/2016	Ded:	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy contains blanket additional insured wording, including completed operations on a primary & non-contributory basis & blanket waiver of subrogation wording when required by written contract. The automobile liability policy contains blanket additional insured wording & blanket waiver of subrogation wording when required by written contract. The umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies when required by written contract. The workers compensation policy includes blanket waiver of subrogation when required by written contract. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LANDCON-02 MWHEELER
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.	NAMED INSURED Landmark Contracting, Inc. P.O. Box 2391 Gulfport, MS 39505
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 — NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Reference Only: Project - Smallcraft Harbor Paving Improvements
Certificate holder continued: A. Garner Russell & Associates

ACORD 101 (2008/01)

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** **

Based upon the recommendation of Mr. Ball, Commissioner Nicolais made motion seconded by Commissioner Deschenes and unanimously carried to approve Final Acceptance, Harbor Paving Improvements (B.I.G. and C.I.A.P.) – Landmark Contracting, Inc., all as set forth above.

****

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507
TEL (228) 863-0667
FAX (228) 863-5232

December 10, 2015

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

RE: Change Order No. 1
W. Fishing Pier Improvements
Long Beach Smallcraft Harbor

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project, modifying the Contract to make several minor changes to the work. First, the Harbormaster has requested that we install hose bibs on the new water line serving the west pier at five locations along the rip-rap jetty. These hose bibs will be for his use in the Harbor and will be installed below grade and covered by aluminum plates, preventing unauthorized use. Also, the change order proposes to move the location of the pier lights to the ends of the tee-pier. We request your approval of these changes so that the work may continue.

Sincerely,

David Ball, P.E.

DB:1946-W. Fish.
Enclosure

Change Order No. 1

Date of Issuance: 12/9/2015 | Effective Date: 12/15/2015

Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	West Fishing Pier Improvements	Date of Contract:	9/14/2015
Contractor:	M&D Construction Co., Inc.	Engineer's Project No.:	1946-W. Fish.

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

Description:

1. **Per Harbormaster's request, install hose bibs at 6 locations along the western rip-rap jetty.**
2. **Relocate pier lighting to outer edge of pier tee & install convenience receptacle (connected to lighting circuit) under pier pavilion, per Harbormaster's request.**
3. **Adjust contract time for additional work and for weather delays and other delays outside of Contractor's control.**

Attachments: (List documents supporting change):

1. **Hose bib design.**

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$70,256.25

(Decrease) in Contract Price from previous Change Orders No.
$0.00

Contract Price prior to this Change Order:
$70,256.25

(Increase) in Contract Price due to this Change Order:
$1,908.00

Revised Contract Price incorporating this Change Order:
$72,164.25

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [60] Calendar days
Substantial completion (days or date): 12/18/2015
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): 12/18/2015
Ready for final payment (days or date):

(Increase) in Contract Time due to this Change Order:
Substantial completion (days or date): 21
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 1/8/2016
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: [signature]	By:	By:
Date: 12·10·2015	Date:	Date:

ATTACHMENT TO CHANGE ORDER NUMBER 1 PROJECT NO. 1946-W. FISH.

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID									
1-A	MOBILIZATION	1	L.S.	$1,125.00	$1,125.00		$0.00	1	$1,125.00
2-A	12" X 50' PILE	12	EA.	$900.00	$10,800.00		$0.00	12	$10,800.00
2-B	WOOD PIER SUBSTRUCTURE	1,000	B.F.	$9.00	$9,000.00		$0.00	1,000	$9,000.00
2-C	WEST FISHING PIER PAVILION DECKING	1	L.S.	$13,275.00	$13,275.00		$0.00	1	$13,275.00
2-D	WEST FISHING PIER PAVILION ROOF	1	L.S.	$24,750.00	$24,750.00		$0.00	1	$24,750.00
CO1-1	RELOCATE/RESET PIER LIGHTS TO EDGE OF PIER TEE	0	EA.	$435.00	$0.00	2	$870.00	2	$870.00
CO1-2	MODIFY PLUMBING TO INCLUDE HOSE BIB AND WOOD COVERS @ 6 LOCATIONS ON W. JETTY	0	EA.	$173.00	$0.00	6	$1,038.00	6	$1,038.00
	TOTAL BASE BID				**$58,950.00**		**$1,908.00**		**$60,858.00**
ALTERNATE BID (WATER SERVICE TO PIER)									
3-A	INSTALL WATER LINE	1	L.S.	$10,800.00	$10,800.00		$0.00	1	$10,800.00
3-B	INSTALL FISH CLEANING STATION	1	L.S.	$506.25	$506.25		$0.00	1	$506.25
	TOTAL ALTERNATE BID				**$11,306.25**		**$0.00**		**$11,306.25**
				TOTAL	**$70,256.25**		**$1,908.00**		**$72,164.25**

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

** **

Based upon the recommendation of Mr. Ball, Commissioner Yott made motion seconded by Commissioner Nicolais and unanimously carried to approve Change Order Number 1, W. Fishing Pier Improvements, M & D Construction Company, Inc., all as set forth above.

****

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

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507
TEL (228) 863-0667
FAX (228) 863-5232

December 10, 2015

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

RE: Change Order No. 3
FY2015 Tidelands – Excursion Pier
Long Beach Smallcraft Harbor

Ladies and Gentlemen:

We have attached a proposed change order for the referenced project, which is submitted in order to add hand-rails to the entrance of the pier. This will provide added safety for the users of the pier in areas where a user could fall from the pier onto the concrete rip-rap jetty. Also, the change order removes the pay item for the removal of the sunken vessel in the area of the new pier. Although the Contractor made attempts to remove the vessel and successfully removed portions, they were unable to remove the sunken vessel in its entirety. The entire cost for removal of the vessel will be removed from this contract and added to the Hurricane Isaac Dredging contract which we believe will begin soon, pending final approval from MS DMR. The dredging Contractor has expressed his willingness to perform this work for the previously agreed-upon price.

Also, this change order is a summary change order, balancing all final quantities to the field-measured amounts. We recommend your approval of this change.

Sincerely,

David Ball, P.E.

DB:1998-1
Enclosure

Change Order
No. 3 (Summary)

Date of Issuance: 12/2/2015

Effective Date: 12/15/2015

Project:	Owner: City of Long Beach	Owner's Contract No.:	
Contract:	Long Beach Smallcraft Harbor - FY2015 Excursion Pier	Date of Contract:	6/23/2015
Contractor:	M&D Construction Company, Inc.	Engineer's Project No.:	1998-1

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

Description:

1. Contractor was unable to remove the sunken boat in its entirety, although some debris was removed. This work will be added by Change Order to a future contract for the same price.
2. Add pay item for the installation of two handrails at the concrete entrance to the pier. These handrails will provide additional safety by preventing pier users from falling off the concrete entrance onto the concrete jetty below. The handrails will be constructed from 1-5/8" SCH40 galvanized rails and three posts per handrail mounted by galvanized plates to the wood pier. All items shall be painted to match the pier entrance gate.
3. Adjust contract quantities to reflect final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
$187,482.15

{Increase} in Contract Price from previous Change Orders No.
$4,560.00

Contract Price prior to this Change Order:
$192,042.15

{Decrease} in Contract Price due to this Change Order:
($8,332.10)

Revised Contract Price incorporating this Change Order:
$183,710.05

CHANGE IN CONTRACT TIMES:

Original Contract Times: [ ] Working Days [90] Calendar days
Substantial completion (days or date): 10/5/2015
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): 10/5/2015
Ready for final payment (days or date):

{Increase} in Contract Time due to this Change Order:
Substantial completion (days or date): 36
Ready for final payment (days or date):

Contract Times incorporating this Change Order:
Substantial completion (days or date): 11/10/2015
Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By: S. David Vice	By:
Date: 12·10·2015	Date: 12-7-15	Date:

ATTACHMENT TO CHANGE ORDER NUMBER 3 (Summary) PROJECT NO. 1998-1

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
1-A	12" X 35' PILE	37	EA.	$832.50	$30,802.50			37	$30,802.50
1-B	WOOD PIER SUBSTRUCTURE	3,956	B.F.	$10.40	$41,142.40	(779)	($8,101.60)	3,177	$33,040.80
1-C	6" PIER DECKING	56.0	L.F.	$60.75	$3,402.00	4	$243.00	60	$3,645.00
1-D	12" PIER DECKING	96	L.F.	$87.75	$8,424.00	6	$526.50	102	$8,950.50
2-A	ELECTRICAL PLATFORM & METER CENTER	1	L.S.	$75,350.00	$75,350.00			1	$75,350.00
2-B	"SINGLE 100A" POWER PEDESTAL WITH WIRING	4	EA.	$4,162.50	$16,650.00			4	$16,650.00
2-C	PIER LIGHTS & LIGHTING CIRCUIT MODIFICATION	1	L.S.	$2,531.25	$2,531.25			1	$2,531.25
2-D	WATER SYSTEM	1	L.S.	$6,187.50	$6,187.50			1	$6,187.50
3-A	CHAINLINK FENCE & GATE	1	L.S.	$2,992.50	$2,992.50			1	$2,992.50
CO1-1	MODIFY "SINGLE 100A" POWER PEDESTAL TO "DOUBLE 50/30A"	4	EA.	$140.00	$560.00			4	$560.00
CO1-2	REMOVE SUNKEN DEBRIS	1	L.S.	$2,500.00	$2,500.00	(1)	($2,500.00)	0	
CO2-1	MODIFY CONCRETE SIDEWALK AT ENTRANCE TO PIER	1	L.S.	$1,500.00	$1,500.00			1	$1,500.00
CO3-1	INSTALL (2) 20' HAND RAILS AT PIER ENTRANCE	0	L.S.	$1,500.00	$0.00	1	$1,500.00	1	$1,500.00
	TOTAL				$192,042.15		($8,332.10)		$183,710.05

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

2 of 2

** **

Based upon the recommendation of Mr. Ball, Commissioner Yott made motion seconded by Commissioner Nicolais and unanimously carried to approve Change Order Number 3, FY 2015 Tidelands Excursion Pier, M & D Construction Company, Inc., all as set forth above.

****

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

- Docket #HBR120115, as submitted
- Docket #HBR121515, as submitted.

PORT COMMISSION MINUTES
DECEMBER 17, 2015

****

Commissioner Nicolais made motion seconded by Commissioner Hill and unanimously carried acknowledging receipt of the November, 2015, Revenue/Expense Report.

****

The Commission recognized Harbormaster Bill Angley for his report, as follows:

Harbor Master Report

December 17, 2015

- Christmas Pot Luck Dinner at the Harbor House on Saturday December 19, 2015 at 1400(2pm) for all Boat slip renters, Alderman, Commission Members and Employees please bring a dish or sign up with me at the Harbor
- West Jetting fishing next to Cat Island Pier still waiting on parking area to be finished, X brace on pier and concrete to be finished
- Working on time line for boat movement for the finger pier project that start next month.
- 4 Live Aboard (Welch, Smith, Blanchard, Fernandez)
- All customers more than 90 days late have been notified via phone to comply and any others over that have been forwarded to Jim to send a certified letter to their home address.
- 2 Transients
- On November 5 I received a call from a slip renter that there was no power at his pedestal. After investigating I test and only found mil amp of power at the outlets. I check main slip breakers and it was tripped. I reset the breaker and went down to test the power. Upon entry to the pier I noticed light on that are supposed to be off during day. By the time I reached the slip the pedestal lights and overhead lights were dimming in and out. I went back to main panel to shut down the breaker again and notice several more breakers had tripped. I reset 2 breaker and the main 600 amp breaker tripped with sparks coming out of panel. I immediately shut down all power and called KROL electric to investigate the problem. Joe with KROL came down and started testing power and connections finding 100 volts on neutral and ground leg where they were not supposed to be. We determined pier 2 power was ok and turned it back on. We started check junctions and pull boxes to find issues with power in everyone. We opened the pull box located in the street just west of the light pole to find smoke and steam rolling out of the pipe. We shut down power and determined the wire was burning inside the pipe. I contacted engineer and port commission president to advise them of situation. I started on an emergency purchase order to repair the issue by pulling new wire from panel to heads of pier and installing junction boxes to complete the circuits. We pulled the wire out on Monday November 9 and found conductors were burned and some fused together resulting in the power issues along with a lot of mud and debris. The wire going from box to piers was bare and skinned with no slack that could be pulled over to make a junction. On November 10 Krol verified that the new wire pulled would not be in harm. A rat was pulled through the

pipe to clean and check for snags. The rat got stuck in the pipe on the west side. Krol pulled a rat through the east pipe to start cleaning with a little bit of snagging. On November 11 we dug up the road just north of pull box to discover the concrete duct bank was almost 12inch thick but barley touch the pipe. We paid for a minimum 4 inch concrete duct bank around the pipe to Gulf Breeze not 2 months ago. After easily pulling the concrete away from pipe we notice and large collapse and break in the pipe on the west side and the bail of the pipe on east side broken fully. Once repaired Krol dragged rat and rags through pipe to clean out mud and debris. Krol found pieces of pipe and a chuck of concrete with grooves from the wires as if it was pour around the wires bringing suspition that there was yet another break. City of Long Beach Public works dept. came down and ran a camera through pipes once repair to find further damage to pipe at the north end by panel. We also ran camera through pipe going out to piers from box. Pier 3 pipe seemed ok, pipe to southern box goin to pier 4 seemed ok. From southern box to pier 4 we found 4 large breaks with pipe hanging inside of pipe. (the engineer and I knew of breaks just south of panel north of pull box there that were supposed to be repair correctly by Gulf Breeze) We meet on November 16 to allow Krol to UN earth the rest of pipe and verify duct bank and holes are correctly fixed. On Nov 17 Karol cut asphalt and found duct bank still not pour correctly but on top of pipe. The breaks in the pipe were at the location that myself and engineer remember but repair poorly. Using packing tape and split larger pipe to make splices and sleeves with no glue and no way to seal the pipe except for packing tape. A 2 foot section of pipe was remove easily with one finger by myself. From those breaks to end of trench had no concrete anywhere around the pipe. At the north end by panel another repair was found that was done around the same time by coloration on pipe it as well was not done correctly. We have 66 slips and 36 are rented at this time with no power until all this is resolved. While trying to clean pipe to Pier 4 and blockage of dirt was noted. A camera was put down the pipe to find 4 breaks within a 20 foot section of pipe. When uncovered the pipe had be not only broken but crushed as well. Pipe was repaired and concrete poured. All new conductors were pulling and tied into old line on the pier. All connections were tested and label and verified to panel. On Pier three one section of pedestals was not working. After checking the wires under the pier we found another burnt portion of wire where the neutral had burn through the other wires and was starting the pier on fire. That wire was replaced and tested. New labels were made and are now in place. Upon turning circuits on several lights and overhead lights were seen not to be working. Those were found to be blown ballast from the power surges caused by the wire burning. All lights, pedestals, and piers are now operational. Total of repairs came to 68,182.00

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

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There was no Port Attorney Report.

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

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PORT COMMISSION MINUTES
DECEMBER 17, 2015

APPROVED:

_____

PHIL KIES, PRESIDENT

_____

DATE

ATTEST:

_____

STACEY DAHL, DEPUTY CITY CLERK