

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

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, January 21, 2016, 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, Secretary Don Deschenes, Commissioners, Joseph Yott, Sr., John Casey, Roger Ladner, Barney Hill, Harbormaster Bill Angley, and Deputy City Clerk Stacey Dahl.

Absent the meeting were Vice President Susan Nicolais, Commissioners Vernon Ehlers, Stan Snodgrass, 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 had 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 December 17, 2015, as submitted.

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

**PORT COMMISSION MINUTES
JANUARY 21, 2016**



Long Beach Port Commission
Phil Kies, President

January 21, 2016

RE: Project Updates:

1. **Isaac Repairs.**
 - The only remaining Isaac related project is dredging of the harbor. The dredging contractor, Matthews Marine, will start the harbor dredging work next week. This work should be completed in about 45 days.
2. **CIAP- Harbor Master Plan and Improvements.**
 - The West pier pavilion and new fish cleaning station has been completed. Only one remaining CIAP project. M&D Construction Inc. is currently working on the Finger Pier Improvements with estimated completion in April 2016.

Best Regards,



**

**

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

Commissioner Casey made motion seconded by Commissioner Ladner and unanimously carried to approve the FY 2015/2016 Harbor Budget Amendment, as follows:

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

**City of Long Beach
Budget Amendment Request**

Fund Name	Harbor	Date	1/5/2016
Department #	445	Budget Entry #	
Department Name	Harbor Operating		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Maintenance Contracts 445-621700	3,000	-	29,266	3,000
Fund Balance			(29,266)	(29,266)

Amendment to use fund balance to increase Maintenance Contracts for landscaping and electrical maintenance.

Amendment #5

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

To: Mayor
City of Long Beach Board of Alderman
City of Long Beach Port Commission
From: Long Beach Harbor Master
Subject: Budget Amendment

Respectfully request a budget amendment from Capital to Maintenance contract in the amount of 29,266.00 dollars to make payment for contracts approved for 2015-2016. Landscaping amount 4300.00 and electrical maintenance of pedestals with hurricane removal in amount 24,966.00.


William Angle
Long Beach Harbor Master

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

**PORT COMMISSION MINUTES
JANUARY 21, 2016**



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

520 33RD STREET
GULFPORT, MS 39507

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

January 7, 2016

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

**RE: Long Beach Small Craft Harbor – West Fishing Pier Improvements
Final Acceptance – M&D Construction Co. 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. Application for Payment Number 3 (Final), in the amount of \$12,274.71, bringing the total of all payments to the amount of \$72,164.25.
2. Consent of Surety to Final Payment.
3. Contractor's Affidavit of Payment of Debts and Claims.
4. Final Waiver of Lien.
5. Certificate of Liability Insurance.
6. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB/st: 1946 WF
Enclosures

PORT COMMISSION MINUTES JANUARY 21, 2016

APPLICATION FOR PAYMENT NO. 3 *Final*

TO: City of Long Beach (OWNER)
 Contract for: Long Beach Smallcraft Harbor - West Fishing Pier Improvements Dated: 9/14/2015
 OWNER'S Project No.: _____ ENGINEER'S Project No.: 1946 West FP
 For work accomplished through the date of: 12/31/2015
 CURRENT CONTRACT AMOUNT: \$72,164.25

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$72,164.25
STORED MATERIALS					\$0.00
TOTAL					\$72,164.25
(Orig. Contract)	\$70,256.25				
CO #1	\$1,908.00				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 72,164.25
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 72,164.25
_____	LESS PREVIOUS PAYMENTS	\$ 59,889.54
_____	AMOUNT DUE THIS APPLICATION	\$ 12,274.71

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 3 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 1-5, 2016

M&D Construction Co., Inc.
 P.O. Box 5047
 Moss Point, MS 39563

 CONTRACTOR

By: *David D. Vile*
 DAVID D. VILE - VICE PRESIDENT

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: 1-7, 2016

A. GARNER RUSSELL & ASSOCIATES, INC.

 ENGINEER

By: *Dre*

PORT COMMISSION MINUTES JANUARY 21, 2016

PROJECT NO. 1946 West FP

3

IT TO PAY ESTIMATE NO.

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
BASE BID										
3-A	12" DIA. PIER	12 EA.	\$1,125.00	\$13,500.00	12	\$13,500.00	12	\$13,500.00	12	\$13,500.00
3-B	12" DIA. PIER SUBSTRUCTURE	1,000 B.F.	\$9.00	\$9,000.00	801.5	\$7,213.50	198.5	\$1,786.50	1000	\$9,000.00
3-C	WEST FISHING PIER PAVILION DECKING	1 L.S.	\$13,275.00	\$13,275.00	100%	\$13,275.00	100%	\$13,275.00	100%	\$13,275.00
3-D	WEST FISHING PIER PAVILION ROOF	1 L.S.	\$24,750.00	\$24,750.00	90%	\$22,275.00	10%	\$2,475.00	100%	\$24,750.00
CD-1	RELOCATE/RESET PIER LIGHTS TO EDGE OF PIER TIE	2 EA.	\$435.00	\$870.00		\$0.00	200%	\$870.00	200%	\$870.00
CD-1-2	MODIFY PLUMBING TO INCLUDE HOSE BIB AND WOOD COVERS @ 6 LOCATIONS ON W. JETTY	6 EA.	\$173.00	\$1,038.00		\$0.00	600%	\$1,038.00	600%	\$1,038.00
TOTAL BASE BID				\$60,858.00		\$54,658.50		\$6,199.50		\$60,858.00
ALTERNATE BID (WATER SERVICE TO PIER)										
3-A	INSTALL WATER LINE	1 L.S.	\$10,800.00	\$10,800.00	75%	\$8,100.00	25%	\$2,700.00	100%	\$10,800.00
3-B	INSTALL FISH CLEANING STATION	1 L.S.	\$506.25	\$506.25	50%	\$253.13	50%	\$253.13	100%	\$506.25
TOTAL ALTERNATE BID				\$11,306.25		\$8,353.13		\$2,953.13		\$11,306.25
TOTAL BASE BID + ALTERNATE BID				\$72,164.25		\$63,011.63		\$9,152.87		\$72,164.25

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

 **AIA® Document G707™ – 1994**

Consent Of Surety to Final Payment

Bond # 1001053905

PROJECT: <i>(Name and address)</i> City of Long Beach Smalcraft Harbor West Fishing Pier Improvements	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT DATED:	

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

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

M & D Construction Company, Inc.
4006 Kreole Avenue
Moss Point, MS 39563

, 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)

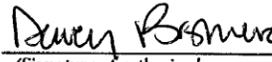
City of Long Beach
P O Box 929
Long Beach, MS 39560

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 4th, 2016
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)


(Signature of authorized representative)

Dewey Brashier, Attorney-in-Fact
(Printed name and title)

Attest: 
(Seal):

PORT COMMISSION MINUTES
JANUARY 21, 2016

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier, Norma J. McMahon,
Kathleen B. Scarborough, Susan Skrmetta

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of January, 2016

Corporate Seals

Bond No. 1001053905
Agency No. 17033



Michael Chalekson, Assistant Secretary

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

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

=====

TO: (Owner)	ENGINEER'S PROJECT NO.
<u>City of Long Beach</u>	<u>1946-W. Fish.</u>
<u>P.O. Box 929</u>	CONTRACT FOR: <u>M&D Construction</u>
<u>Long Beach, MS 39560</u>	CONTRACT DATE: <u>9-14-2015</u>

PROJECT: Long Beach Smallcraft Harbor - West Fishing Pier Improvements

=====

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 indebtedness 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 Owner for each exception.)

None

=====

CONTRACTOR: M&D Construction Company, Inc.
(Address) P.O. Box 5047
Moss Point, MS 39563

BY: *[Signature]* Vice President

Subscribed and sworn to before me this 5TH day of January, 2016.

Notary Public: Karin Ellen Richard *[Signature]*
My Commission Expires: January 7, 2018



ONE PAGE

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by **M & D Construction Company, Inc.** to furnish labor and materials for **Long Beach Harbor – West Fishing Pier Improvements** work, under a contract for the improvement of property described as **Long Beach Harbor – West Fishing Pier Improvements** in the County of **Harrison**, State of **Mississippi** of which **City of Long Beach** is the Owner,

NOW, THEREFORE, this 5th day of January, 2016.

for and in consideration of the sum of **Twelve thousand, two hundred seventy-four dollars and seventy-one cents (\$12,274.71)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

M & D Construction Company, Inc.
CONTRACTOR (Name of sole ownership, corporation or partnership)



(Signature of Authorized Representative)

(Affix corporate seal here)

Samuel D. Vice - President
TITLE

PORT COMMISSION MINUTES JANUARY 21, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2015

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 BancorpSouth Insurance Services, Inc. The Insurance Center 213 Porter Biloxi MS 39530	CONTACT NAME: Kay S. Takewell PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-863-1957 E-MAIL: kay.takewell@bxsfl.com ADDRESS:														
INSURED M&D CONSTRUCTION COMPANY, INC. M&D CONSTRUCTION COMPANY, INC. PO BOX 5047 MOSS POINT MS 39563	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of A</td> <td>25674</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's London</td> <td>32727</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Mutual Insurance Company	23396	INSURER B: Travelers Property Casualty Co of A	25674	INSURER C: Underwriters at Lloyd's London	32727	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	GL20888880201	8/15/2015	8/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PIOP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA20888670202	8/15/2015	8/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP13S85259-15-NF	8/15/2015	8/15/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC20888600202	8/15/2015	8/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Maritime Employers Liability		TMU-406582	6/10/2015	6/10/2016	Limit of Insurance 1,000,000

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

Project: Long Beach Smallcraft Harbor - West Fishing Pier Improvements
 City of Long Beach is Additional Insured as respects General Liability for work performed by Named Insured as required in written contract.

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue 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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**PORT COMMISSION MINUTES
JANUARY 21, 2016**

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Long Beach Smallcraft Harbor West Fishing Pier Improvements
DATE OF ISSUANCE January 4, 2016

OWNER City of Long Beach
OWNER'S Contract No. _____
CONTRACTOR M&D Construction Co., 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 M&D Construction Co., 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

December 17, 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.

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

**PORT COMMISSION MINUTES
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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

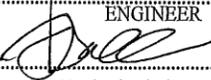
[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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 Contract Documents.

Executed by ENGINEER on 1-7, 2016

A. Garner Russell & Associates, Inc.

ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, _____

M&D Construction Co., Inc.

CONTRACTOR

By: 
Samuel D'Vice - President

OWNER accepts this Certificate of Substantial Completion on 1-12, 2016

City of Long Beach

OWNER

By: 
(Authorized Signature)

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

LB Smallcraft Harbor FY 2015 Tidelands Excursion Pier

Walkthru: November 10, 2015

Punchlist Date: November 19, 2015

- All electrical items must still be tested and verified upon installation of meters.
- Trim timber substructure "headers" on east side of pier so that they do not protrude past the water.
- Smooth transition of asphalt/concrete interface at the utility trench to avoid trip hazards
- Install asphalt around electrical junction box to protect from damage and trip hazards.

**

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Based upon the recommendation of Mr. Ball, Commissioner Deschenes made motion seconded by Commissioner Ladner and unanimously carried to approve Final Acceptance, West Fishing Pier Improvements Contract, M&D Construction Company, Inc., all as set for the above.

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

**PORT COMMISSION MINUTES
JANUARY 21, 2016**



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

520 33RD STREET
GULFPORT, MS 39507

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

January 7, 2016

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

**RE: Long Beach Small Craft Harbor – FY2015 Excursion Pier
Final Acceptance – M&D Construction Co. 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 3 (Summary), adjusting the contract quantities to conform to the completed work, for a net contract amount decrease of (\$8,332.10). The final amount of the contract is \$183,710.05
2. Application for Payment Number 5 (Final), in the amount of \$10,610.50, bringing the total of all payments to the amount of \$183,710.05.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Final Waiver of Lien.
6. Certificate of Liability Insurance.
7. Certificate of Substantial Completion.

Sincerely,

David Ball, P.E.

DB/st: 1998-1
Enclosures

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PORT COMMISSION MINUTES JANUARY 21, 2016

**Change Order
No. 3 (Summary)**

Date of issuance: 12/2/2015 Effective Date: 12/15/2015

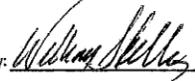
Project: _____ Owner: City of Long Beach Owner's Contract No.: _____
 Contract: Long Beach Smallcraft Harbor - FY2015 Excursion Pier Date of Contract: 6/23/2015
 Contractor: M&D Construction Company, Inc. Engineer's Project No.: 1998-1

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:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$187,482.15</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>90</u> Calendar days Substantial completion (days or date): <u>10/5/2015</u> Ready for final payment (days or date): _____
{Increase} in Contract Price from previous Change Orders No. <u>\$4,560.00</u>	Change in Contract Time from previous Change Orders No. Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$192,042.15</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>10/5/2015</u> Ready for final payment (days or date): _____
{Decrease} in Contract Price due to this Change Order: <u>(\$8,332.10)</u>	{Increase} in Contract Time due to this Change Order: Substantial completion (days or date): <u>36</u> Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$183,710.05</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>11/10/2015</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By:  S. DAVID VILE	By: 
Date: <u>12-10-2015</u>	Date: <u>12-7-15</u>	Date: <u>12-28-15</u>

PORT COMMISSION MINUTES JANUARY 21, 2016

3 (Summary) PROJECT NO. 1998-1

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
1-A	12" X 35' PILE	37 EA.	\$822.50	\$30,802.50			37	\$30,802.50
1-B	WOOD PIER SUBSTRUCTURE	3,958 B.F.	\$10.40	\$41,142.40	(779)	(\$8,101.60)	3,177	\$33,040.80
1-C	6' PIER DECKING	56 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 JDDA" 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 JDDA" 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		(\$8,382.10)		\$183,710.05

PORT COMMISSION MINUTES JANUARY 21, 2016

APPLICATION FOR PAYMENT NO. 5 *Final*

TO: City of Long Beach (OWNER)
 Contract for: Long Beach Smallcraft Harbor FY 2015 Tidelands - Excursion Piers Dated: 6/23/2015

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1998-1
 For work accomplished through the date of: 11/10/2015

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$183,710.05
STORED MATERIALS					\$0.00
TOTAL	\$183,710.05				\$183,710.05
(Orig. Contract)	\$187,482.15				
CO #1	\$3,060.00				
CO #2	\$1,500.00				
CO #3	-\$8,332.10				

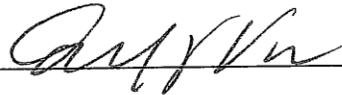
Accompanying Documentation:	GROSS AMOUNT DUE	\$ 183,710.05
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 183,710.05
_____	LESS PREVIOUS PAYMENTS	\$ 173,099.55
_____	AMOUNT DUE THIS APPLICATION	\$ 10,610.50

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 5 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

M&D Construction Co., Inc.
 P.O. Box 5047
 Moss Point, MS 39563

 CONTRACTOR

Dated: 1/5, 2016

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.

A. GARNER RUSSELL & ASSOCIATES, INC.

 ENGINEER

Dated: 1-7, 2016

By: 

PORT COMMISSION MINUTES JANUARY 21, 2016

PROJECT NO. 1998-1

5

ATTACHMENT TO PAY ESTIMATE NO.

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
1-A	12" X 35" PILE	37 EA.	\$832.50	\$30,802.50	37	\$1,369.00		\$0.00	37	\$30,802.50
1-B	WOOD PIER SUBSTRUCTURE	3,177 B.F.	\$10.40	\$33,040.80	3,177	\$33,040.80		\$0.00	3,177	\$33,040.80
1-C	6" PIER DECKING	60.0 L.F.	\$60.75	\$3,645.00	60	\$3,645.00		\$0.00	60	\$3,645.00
1-D	12" PIER DECKING	102 L.F.	\$87.75	\$8,950.50	102	\$8,950.50		\$0.00	102	\$8,950.50
2-A	ELECTRICAL PLATFORM & METER CENTER	1 L.S.	\$75,350.00	\$75,350.00	100%	\$75,350.00		\$0.00	100%	\$75,350.00
2-B	"SINGLE 100A" POWER PEDestal WITH WIRING	4 EA.	\$4,162.50	\$16,650.00	4	\$16,650.00		\$0.00	4	\$16,650.00
2-C	PIER LIGHTS & LIGHTING CIRCUIT MODIFICATION	1 L.S.	\$2,591.25	\$2,591.25	100%	\$2,591.25		\$0.00	100%	\$2,591.25
2-D	WATER SYSTEM	1 L.S.	\$6,187.50	\$6,187.50	100%	\$6,187.50		\$0.00	100%	\$6,187.50
3-A	CHAINLINK FENCE & GATE	1 L.S.	\$2,992.50	\$2,992.50	100%	\$2,992.50		\$0.00	100%	\$2,992.50
	MODIFY "SINGLE 100A" POWER PEDestal TO "DOUBLE 50/30A"	4 EA.	\$140.00	\$560.00	4	\$560.00		\$0.00	4	\$560.00
CO1-1	REMOVE SUNKEN DEBRIS	0 L.S.	\$2,500.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
CO2-1	MODIFY CONCRETE SIDEWALK AT ENTRANCE TO PIER	1 L.S.	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00	100%	\$1,500.00
CO3-1	INSTALL (2) 20' HAND RAILS AT PIER ENTRANCE	1 L.S.	\$1,500.00	\$1,500.00	0	\$0.00	100%	\$1,500.00	100%	\$1,500.00
TOTAL WORK COMPLETED						\$483,210.05		\$152,776.55		\$183,710.05

**PORT COMMISSION MINUTES
JANUARY 21, 2016**



Consent Of Surety to Final Payment

Bond # 1001043723

PROJECT: <i>(Name and address)</i> City of Long Beach, Long Beach Smallcraft Harbor - FY2015 Tidelands - Excursion Pier	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of
(Insert name and address of Contractor)
M & D Construction Company, Inc.
4006 Kreole Avenue
Moss Point, MS 39563

, CONTRACTOR,

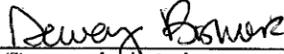
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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: January 4th, 2016
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)

(Signature of authorized representative)
Dewey Brashier, Attorney-in-Fact
(Printed name and title)

Attest: 
(Seal):

PORT COMMISSION MINUTES
JANUARY 21, 2016

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier, Norma J. McMahon,
Kathleen B. Scarborough, Susan Skrmetta

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of January, 2016.

Corporate Seals



Bond No. 1001043723
Agency No. 17033

Michael Chalekson, Assistant Secretary

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

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

=====

TO: (Owner)	
<u>City of Long Beach</u>	ENGINEER'S PROJECT NO. 1998-1
<u>P.O. Box 929</u>	CONTRACT FOR: M&D Construction
<u>Long Beach, MS 39560</u>	CONTRACT DATE: 6-23-2015

PROJECT: Long Beach Smallcraft Harbor - FY2015 Excursion Pier

=====

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 indebtedness 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 Owner for each exception.)

None

=====

CONTRACTOR: M&D Construction Company, Inc.
(Address) P.O. Box 5047
Moss Point, MS 39563

BY: *[Signature]* Vice President

Subscribed and sworn to before me this 5TH day of January, 2016.

Notary Public: Karin Ellen Richard *Karin Ellen Richard*
My Commission Expires: January 7, 2018



ONE PAGE

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by M & D Construction Company, Inc. to furnish labor and materials for Long Beach Smallcraft Harbor – FY 2015 Tidelands – Excursion Piers work, under a contract for the improvement of property described as Long Beach Smallcraft Harbor – FY 2015 Tidelands – Excursion Piers in the County of Harrison, State of Mississippi of which City of Long Beach is the Owner,

NOW, THEREFORE, this 5th day of January, 2016.

for and in consideration of the sum of Ten thousand, six hundred ten dollars and fifty cents (\$10,610.50) paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

M & D Construction Company, Inc.

CONTRACTOR (Name of sole ownership, corporation or partnership)



(Signature of Authorized Representative)

(Affix corporate seal here)

Samuel D. Vice - President

TITLE



**PORT COMMISSION MINUTES
JANUARY 21, 2016**

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Long Beach Smallcraft Harbor FY 2015 Tidelands - Excursion Pier
DATE OF ISSUANCE November 19, 2015

OWNER City of Long Beach
OWNER'S Contract No. _____
CONTRACTOR M&D Construction Co., 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 M&D Construction Co., 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

November 10, 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.

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

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

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

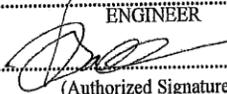
[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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 Contract Documents.

Executed by ENGINEER on 11-24, 2015

A. Garner Russell & Associates, Inc.

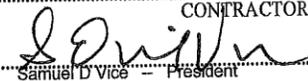
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, _____

M&D Construction Co., Inc.

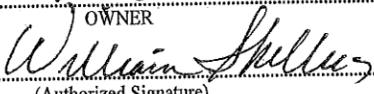
CONTRACTOR

By: 
Samuel D. Vice - President

OWNER accepts this Certificate of Substantial Completion on Dec. 2, 2015

City of Long Beach

OWNER

By: 
(Authorized Signature)

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

LB Smallcraft Harbor FY 2015 Tidelands Excursion Pier

Walkthru: November 10, 2015
Punchlist Date: November 19, 2015

- All electrical items must still be tested and verified upon installation of meters.
- Trim timber substructure "headers" on east side of pier so that they do not protrude past the water.
- Smooth transition of asphalt/concrete interface at the utility trench to avoid trip hazards
- Install asphalt around electrical junction box to protect from damage and trip hazards.

**

**

Based upon the recommendation of Mr. Ball, Commissioner Deschenes made motion seconded by Commissioner Yott and unanimously carried to approve Final Acceptance FY 2015 Excursion Pier Contract, M&D Construction Company, Inc., all as set forth above.

**

**

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

- Docket #HBR010516, as submitted.
- Docket #HBR011916, as submitted.

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

Commissioner Deschenes made motion seconded by Commissioner Casey and unanimously carried acknowledging receipt of the December, 2015, Revenue/Expense Report.

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

Harbor Master Report

January 21, 2016

- West Jetting still awaiting paving
- Working on time line for boat movement for the finger pier project that is underway on pier 5 weather and winds have delayed some of our movements
- 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.
- Fuel pump station: MDEQ came down and inspected the tanks and pump. None of the monthly report were done and the compliance cert was not at the bait shop either. There was fuel in spill buckets and fuel in the gas sump by the pump. All will need to be cleaned and verified before submitting to MDEQ. Superior Petroleum came down and said the fuel in the sump was from an over fill and stayed like it was supposed to. I and David will be going to the class in Jackson on the 11 Feb to take test and become certified for fuel station. All reports will be maintained by us now and repairs will still be up to Leaser up to 250 dollars. Southern Tank testers will be here on 25 Jan to complete yearly testing.
- December 129 of 217
- January 128 of 218

**

**

**PORT COMMISSION MINUTES
JANUARY 21, 2016**

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

There was no report from the Port Attorney.

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

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK