

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
REGULAR MEETING OF FEBRUARY 18, 2025  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
\*\*\*\*\*

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. January 4, 2025 Regular & Executive Session
  - 2. Planning & Development Commission
    - a. January 13, 2025
    - b. Appeal Planning Commission Decision – Dale Stennett
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 021825
- X. UNFINISHED BUSINESS
  - 1. Sponsorship Request – Jeepin the Coast
  - 2. Pavement Markings Jeff Davis Avenue
- XI. NEW BUSINESS
  - 1. Special Event App & Fee Waiver Request – LBHS Band Boosters; Festival of Bands
  - 2. Memorandum of Agreement – MDOT; Klondyke & Cleveland Intersection Imp
  - 3. Memorandum of Understanding – Long Beach School District; Drainage Work
  - 4. Permission to Subcontract – Railroad Crossing Improvements (4)
  - 5. Tree Ordinance Amendment – Alderman Frazer
  - 6. Dumpster Enclosures – Alderman Brown
- XII. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Police Dept – New Hire (1)
    - b. Fire Dept – Resignation (1); Promotion (1)
    - c. Building Dept – Education Pay (1)
    - d. Library – Step Increase (2)
    - e. Municipal Court – Resignation (1)
  - 3. CITY CLERK
    - a. Revenue/Expense Report January 2025
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
    - a. Agreement – Genetec Cloud Services; License Plate Reader
  - 6. ENGINEERING
    - a. Temporary & Permanent Easement Issues – Parkwood & Briarwood Area Drainage Project
    - b. Easement Obstructions – Parkwood & Briarwood Area Drainage Project
    - c. Authorize Advertisement – Parkwood & Briarwood, Magnolia & Dearman and Park Row Area Drainage Improvements
    - d. 2023 Paving Plan
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
  - 10. MUNICIPAL COURT
    - a. Contract – Swetman Security Services
  - 11. HARBOR
  - 12. COMMUNITY AFFAIRS
  - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY
- XIV. RECESS

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in February, 2025, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Deputy City Clerk Kini Gonsoulin, and City Attorney James Simpson, Esq.

Absent the meeting was Alderman Pete L. McGoey.

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

\*\*\*\*\*

No Public Comments were made.

\*\*\*\*\*

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to suspend the rules and recognize Gazebo Gazette Publisher Hunter Dawkins, who announced the municipal candidate debate to be held on Saturday, March 1, 2025 at 1:00 pm at the Long Beach Senior Center.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated February 4, 2025, as submitted.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated February 13, 2025, as submitted.

\*\*\*\*\*

Minutes of February 18, 2025  
Mayor and Board of Aldermen

Dale Stennett submitted the following appeal for the Planning & Development Commission's denial of Sketch Plat Approval 0 West 5<sup>th</sup> Street:

2/14/2025 Request for appeal on Planning Commission decision

SUBMITTED BY: Dale Stennett

To: Long Beach City Alderman/Mayor

PROJECT: Condominium project at 0 West 5<sup>th</sup> st

We are requesting an appeal for our sketch plat being denied by the planning commission due to the letter from Overstreet& Associates regarding the common areas, driveway not being classified as common to the owners/development.

By definition, common areas are all improvements and parts of the real property which are not a Unit or Private Element.

That includes All parking areas, driveways and other means of ingress and egress, landscaping, walkways, sidewalks and areas to access and repair utilities and others.

Mississippi Condominium Act does not specify a required amount of area to be used as common nor does it specify what items or amenities should or should not be a common element other than the units themselves.

Regards, Dale Stennett

After discussion, Alderman Brown made motion seconded by Alderman McCaffrey to direct Mr. Stennett to resubmit a revised Preliminary Sketch Plat approval request for 0 W 5<sup>th</sup> Street to the Planning & Development Commission. The question being put to a roll call vote, the results were as follows:

Alderman Donald Frazer	voted	Nay
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Nay
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Absent, not voting

The vote having received an affirmative vote of the majority of the Aldermen present and voting, the Mayor declared the motion carried.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve payment of invoice listed in Docket of Claims number 021825.

\*\*\*\*\*

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Sponsorship Request for Jeepin The Coast 2025:



01/24/25

City Clerk, City of Long Beach  
201 Jeff Davis Ave.  
P.O. Box 929  
Long Beach, MS 39560

To Whom it May Concern:

Please submit this letter to Mayor Bass and the Board of Alderman.

Jeepin the Coast organizers would like to begin by saying how much we appreciate the support we have received from the City of Long Beach since 2018.

***Our Economic Impact Study we paid to have done shows JTC 2023 had a \$2.45 million economic impact for the MS Gulf Coast. It also shows a total of 19,000 guests traveled to the MS Gulf Coast specifically for Jeepin the Coast.***

At this time, we would like you to consider doing a \$8,500.00 donation/sponsorship to JTC. This would give us additional funds for more live entertainment and advertising to help make JTC 2025 a bigger success than 2024.

**JTC will supply:**

- Dumpsters (2 Large)
- Bands
- 10 Port-o-lets
- Hand washing Stations
- Trash pick- up inside Vendor Village
- Light plants inside Vendor Village

Since our event doesn't require registration to enjoy the entertainment or Vendor Village, we will still need some assistance from the City of Long Beach with the following:

1. Crowd Control during parade and beach crawls.
2. Use of barricades.
3. Trash bins & dumping of bins along Jeff Davis during the event.
4. Use of the City's large generator for band stand
5. Additional port-a-lets. We will provide 10 units.
6. Trash pick-up early Sunday morning. This is very important since we have parade and concert Saturday evening.

\*\*\*\*\*

Minutes of February 18, 2025  
Mayor and Board of Aldermen

There came on for discussion Pavement Markings Jeff Davis Avenue, whereupon City Engineer David Ball provided the following:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

January 31, 2025

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

**RE: Pavement Markings Jeff Davis Ave**

Ladies and Gentlemen:

We requested quotes from several local contractors to stripe Jeff Davis Avenue. We received two quotes and a tabulation of the quotes is attached hereto, along with a copy of each quote. The low price was offered by Image Striping Company, LLC ("ISC") with a total bid price of \$41,700.00. We have not worked with ISC in the past but we have reached out to their references and verified the quality of work and have met with them on-site to review the conditions of work. All considered, we recommend award of the project to Image Striping Company, LLC, in the amount of their total bid.

Yesterday, during our meeting with ISC on-site, the Mayor requested that we also offer estimated costs to stripe adjacent portions of the roads connecting to Jeff Davis, which we calculated using ISC's pricing for Jeff Davis striping. We summarize the estimated amounts below:

- 1. W. 1<sup>st</sup> (to Church) - \$6800
- 2. E. 1<sup>st</sup> (to S. Burke) - \$5800
- 3. E. 2<sup>nd</sup> (to S. Burke) - \$6700
- 4. W. 3<sup>rd</sup> (to Church) - \$8200
- 5. E. 3<sup>rd</sup> (to S. Burke) - \$6600
- 6. W. 4<sup>th</sup> (to Mason) - \$5500
- 7. E. 4<sup>th</sup> (to S. Burke) - \$6800
- 8. W. 5<sup>th</sup> (to Mason) - \$5500
- 9. E. 5<sup>th</sup> (to S. Burke) - \$6700

We do have some concern about awarding these additional amounts, especially if the total awarded amount exceeds \$75,000 (which is the maximum allowable amount of a small purchase under State purchasing requirements). We believe that the City Attorney could advise if awarding the original RFQ for striping (Jeff Davis) AND the other roads detailed above would be in compliance with State purchasing laws.

Sincerely,

David Ball, P.E.

DB:1271  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

After further discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve pavement markings only on Jeff Davis Avenue for \$41,700.00.

\*\*\*\*\*

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application submitted by Long Beach High School Band Boosters for Festival of Bands and waive all applicable fees:

1/23/2025

Dear Mayor Bass and Board of Alderman,

I, Donna Ellis, president of the LBHS Band Boosters am writing this letter on behalf of the boosters and band program to ask if you would please consider waiving the rental and clean up fees associated with our event planned for the Long Beach Town Green on March 22, 2025.

As you may know the booster program is an organization of band parents that help the LBHS Band by supporting the students throughout the year to raise funds and organize events that will ultimately generate revenue to support the band programs many expenses associated with their needs to and from games and competitions.

The Spring Festival of Bands planned for March 22, 2025 will be the second year this program will be doing this event on the Town Green, our efforts are focused on raising money to support the students upcoming marching season and trip to perform at the Cherry Blossom Festival in April 2025, which is a prestigious honor and by invitation only.

Our hope is to continue this event for years to come, as it gives our community the opportunity to come together and enjoy the wonderful talent this program embodies for the students.

With Sincerest Regards,



Donna Ellis

LBHS Band Booster President

Minutes of February 18, 2025  
Mayor and Board of Aldermen

March 22, 2025  
Saturday  
Festival of Bands  
9:00 AM - 5:00 PM  
Event: 11:00 AM - 3:00 PM  
Town Green



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 2/1/25 Time: \_\_\_\_\_ By: CS

Please complete this application in accordance with the City of Long Beach Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

SUMMARY OF EVENT

Event Title: Festival of Bands

Please give a brief description of the proposed event:

festival with food & product vendors, performances by the LBHS Band throughout event time.

Event Day Date (s): 3/22/2025 Event Time (s): 11am-3pm

Set-Up Date & Time: 3/22/2025 9am Tear-Down Date & Time: 3/22/25 3pm

Event Location:  Town Green  Downtown  Other - Public Park or Right of Way

Event Location Description: Northside of Town Green

Sponsoring Organization's Legal Name: LBHS Band Booster's

Organization Agent: Donna Ellis

Phone: 228-547-6747 Home: same Cell: same During Event

Agent's Address: PO Box 1586, LB, MS 39560

Agent's E-mail Address: LBHS Band Boosters@gmail.com

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO

How many years has this event occurred? 1 yr

### Minutes of February 18, 2025 Mayor and Board of Aldermen

**MAP:** (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

**STREET CLOSURES:** Start Date/Time: N/A Through Date/Time: \_\_\_\_\_

**RESERVED PARKING:** Are you requesting reserved parking?  YES  NO

If yes, list the number of street spaces, city lots or locations where parking is requested:

Northside parking past the pavillion headed east  
for Vendor food trucks to park

**VENDORS:** Food Concessions?  YES  NO Other Vendors?  YES  NO

\*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

**DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT?** YES  NO

If yes, are liquor license and liquor liability insurance attached? YES  NO

**ATTENDANCE:** What is expected (estimated) attendance for this event? 300

**AMUSEMENT:** Do you plan to have any amusement or carnival rides?  YES  NO

\*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

**RESTROOMS:** Are you planning to provide portable restrooms at the event? YES  NO

If yes, how many? \_\_\_\_\_

**GARBAGE RECEPTABLES:** Are you planning to provide additional garbage cans at the event? YES  NO  If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the



**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

---

**INSURANCE:** All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for city services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other city requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

1/23/2025  
Date

Donna Ellis  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: City of Long Beach \*Mayor's Office\* 201 Jeff Davis Ave. \* P.O. Box 929 Long Beach, MS 39560**

Minutes of February 18, 2025  
Mayor and Board of Aldermen

Event Title: Festival of Bands - March 22, 2025

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their departments has been met.

Police Dept: ✓ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Fire Dept: ✓ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Public Works: MK Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Traffic Eng: \_\_\_\_\_ Recommended Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

Parks/Rec: RJP Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

\_\_\_\_\_  
\_\_\_\_\_

Any special requirements/conditions:

\_\_\_\_\_  
\_\_\_\_\_

Insurance/Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_



## Minutes of February 18, 2025 Mayor and Board of Aldermen



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
1/30/2025

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Cadence Insurance, A Gallagher Company 2909 13th Street, 4th Floor Gulfport MS 39501  License#: PC-1092395 LONGBEA-06	<b>CONTACT NAME:</b> Cindy Teague <b>PHONE (A/C No, Ext):</b> 228-863-5362 <b>FAX (A/C, No):</b> 228-863-1957 <b>E-MAIL ADDRESS:</b> Cindy.Teague@ajg.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ascot Insurance Company      NAIC # 23752 INSURER B: AmFed National Insurance Co.      11208 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
---	---

**COVERAGES**      **CERTIFICATE NUMBER: 316262039**      **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 INSR	SUBR	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		TRPK-4001078-00	7/1/2024	7/1/2025	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 100,000 MED EXP (Any one person)      \$ N/A PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 1,000,000 PRODUCTS - COMP/OP AGG      \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TRPK-4001078-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1245010726	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT      \$ 1,000,000 E L DISEASE - EA EMPLOYEE      \$ 1,000,000 E L DISEASE - POLICY LIMIT      \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Long Beach Spring Festival of Bands located on the Towne Greene, Long Beach, MS 39560; March 21, 2025 thru March 23, 2025

<b>CERTIFICATE HOLDER</b>  City of Long Beach P. O. Box 929 Long Beach MS 39560 United States	<b>CANCELLATION</b>  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 
--	--

Minutes of February 18, 2025  
Mayor and Board of Aldermen

March 22, 2025  
Saturday  
Festival of Bands  
9:00 am - 5:00 pm  
Event: 11:00 am - 3:00 pm  
Town Green

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT  
TOWN GREEN  
Bob Paul  
228-669-7601

Group / Individual Name (Permit tee):  
Long Beach High School Band Booster's Donna Ellis  
Telephone Number: 228-547-6747  
Street Address: PO Box 1586  
City Long Beach State MS Zip 39560  
Type of Event: Band/Vendor Festival  
Start Time: 11:00 am  
Closing Time: 3:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
March 22, 2025  
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature: Donna Ellis Date: 1/23/2025

Rental Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Clean-up Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of February 18, 2025  
Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I Donna Ellis, LBHS Board President hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

**WHEREFORE, PREMISES CONSIDERED:**

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 23 day of January, 2025.  
Authorized Signature Donna Ellis  
Witness [Signature]

\*\*\*\*\*

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Memorandum of Agreement with MDOT for Klondyke Road and Cleveland Avenues Intersection Improvements, and authorize the Mayor to execute same:

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 theoptima

MEMORANDUM OF AGREEMENT

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue Intersection  
Long Beach, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

**WHEREAS**, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

**WHEREAS**, the LPA intends to develop Intersection Improvements at Klondyke Road and Cleveland Avenue; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

**WHEREAS**, it is anticipated that approximately \$1,730,512.00 in federal funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A and that the above funds are subject to normal rescissions and obligational limitations; and

**WHEREAS**, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and the MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

**WHEREAS**, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 *Wednesday*

### ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with Microstation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation, or as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of Federal funding from FHWA or any other source, or if any penalty being imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the respective contracts, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

- A. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
- B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for



## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(03) LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 Public

the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with The Mississippi Employment Protection Act, as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, as amended and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at [comments@mdot.ms.gov](mailto:comments@mdot.ms.gov). At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 10:01:41 AM

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the public funds provided through MDOT are exhausted and the provisions of paragraph 7B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

### **B. THE COMMISSION WILL:**

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the

## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 10:40:01 AM

Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant (s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

### ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, or the online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been

## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(03) LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01 28 2025 hwh/ptc

made by the LPA, its agents, employees, contractors, or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

### ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:  
Executive Director  
MDOT  
P.O. Box 1850  
Jackson, MS 39215-1850  
Phone: (601) 359-7002  
Fax: (601) 359-7110

LPA  
George Bass, Mayor  
City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560  
Phone: (228) 863-1556  
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:  
District LPA Engineer – District Six  
MDOT  
16499-B Hwy 49  
Saucier, MS 39574  
Phone: (228) 832-0682  
Fax: (228) 831-0681

LPA:  
Kini Gonsoulin, Comptroller  
City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560  
Phone: (228) 863-1556  
Fax: (228) 865-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach

01.28.2025 Headerplate

### ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

### ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

### ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

# Minutes of February 18, 2025 Mayor and Board of Aldermen

STP-0295-00(031)LPA / 109868-701000  
Klondyke Road at Cleveland Avenue  
City of Long Beach


01.28.2025 (Electronic)


### ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed on this the 18<sup>th</sup> day of February, 2025

City of Long Beach  
  
George Bass, Mayor

Attested:  
  
(Appropriate clerk etc)

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSISSIPPI TRANSPORTATION COMMISSION  
By and through the duly authorized  
Executive Director

\_\_\_\_\_  
Brad White  
Executive Director  
Mississippi Department of Transportation

Book \_\_\_\_\_, Page \_\_\_\_\_.

\*\*\*\*\*

Alderman Bennett recused himself from the meeting.

\*\*\*\*\*

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Memorandum of Understanding with Long Beach School District for drainage work, and authorize the Mayor to execute same:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LONG BEACH SCHOOL DISTRICT  
AND  
THE CITY OF LONG BEACH, MISSISSIPPI**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 18<sup>th</sup> day of February, 2025, by and between the Long Beach School District (hereinafter referred to as "LBSD") and the City of Long Beach, Mississippi (hereinafter referred to as "the City").

**WHEREAS**, the LBSD is responsible for the maintenance and safety of its school properties, including Long Beach Middle School; and

**WHEREAS**, the City is responsible for public infrastructure, including drainage systems, and has the equipment and expertise necessary to maintain and improve such systems; and

**WHEREAS**, the drainage ditches at Long Beach Middle School require re-digging to ensure proper water flow and to mitigate potential flooding and erosion issues on school property; and

**WHEREAS**, both parties desire to cooperate to allow the City access to school property to complete the necessary drainage work in a manner that benefits both the school and the surrounding community;

**NOW, THEREFORE, BE IT RESOLVED**, that LBSD and the City agree as follows:

1. **Scope of Work**
  - a. The City shall have permission to access Long Beach Middle School property for the purpose of re-digging and maintaining drainage ditches.
  - b. Work shall include excavation, removal of debris, grading, and any other activities necessary to restore proper drainage.
  - c. The City shall ensure that work is conducted in a manner that minimizes disruption to school activities and maintains the safety of students, staff, and visitors.
2. **Responsibilities of the City**
  - a. The City shall provide all necessary equipment, personnel, and materials to complete the drainage work.
  - b. The City shall conduct the work in compliance with all applicable local, state, and federal regulations.
  - c. The City shall restore any disturbed areas to a condition equal to or better than prior to the commencement of work.
3. **Responsibilities of LBSD**
  - a. LBSD shall provide reasonable access to the property for the duration of the project.
  - b. LBSD shall coordinate with the City to schedule work at times that minimize disruption to school operations.
  - c. LBSD shall notify parents, staff, and other stakeholders, as necessary, regarding the planned work and any temporary restrictions on access to affected areas.
4. **Liability and Indemnification**
  - a. The City shall hold harmless and indemnify LBSD against any claims, damages, or liabilities arising from the work performed under this MOU, except in cases of gross negligence by LBSD.
  - b. The City shall ensure that all workers performing the work are covered under appropriate insurance policies.
5. **Term and Termination**
  - a. This MOU shall become effective upon signature by both parties and shall remain in effect until the completion of the project.
  - b. Either party may terminate this agreement with written notice of at least thirty (30) days.
6. **Miscellaneous**
  - a. Any amendments to this MOU must be in writing and signed by both parties.
  - b. This MOU shall be governed by the laws of the State of Mississippi.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

**LONG BEACH SCHOOL DISTRICT**

By: Talia Lock  
Name: Talia Lock  
Title: Superintendent  
Date: 2-11-25

**CITY OF LONG BEACH, MISSISSIPPI**

By: George L. Bass  
Name: George L. Bass  
Title: Mayor  
Date: 2-18-25

# Minutes of February 18, 2025 Mayor and Board of Aldermen

\*\*\*\*\*

Alderman Bennett returned to the meeting at this time.

\*\*\*\*\*

There came on for consideration Requests for Permission to Subcontract, as follows:

RPS-1 Rev. 8/18 Local Public Agency: City of Long Beach  
**REQUEST FOR PERMISSION TO SUBCONTRACT**

Request No. 1  
 Contract No. STP-0995-000021  
Harrison County

Gentlemen:  
 I [We] [the prime contractor] [a subcontractor] propose to subcontract the following items to RJM McQueen named in accordance with Special Provisions providing for subcontracting included in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I [we] agree to perform such items of work with my [our] own organization in full compliance with all applicable terms of our contract. I [we] agree that this procedure will not relieve us of any of the responsibilities under our contract.  
 It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the Local Public Agency.  
 I [We] the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I [we] shall indemnify and save harmless the Local Public Agency from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.  
 I [We] certify that said party is particular, experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Local Public Agency covering this project have been explained to the proposed subcontractor and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.  
 I [We] have attached a copy of said subcontract to this request.  
 I [We] have attached the completed LPA forms NRAA-1, and SCC-1 for Federal Aid projects.  
 The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
Concrete sidewalk without reinforcement	120	SY	\$ 104.00	\$ 12,480.00
Detachable warning panels	20	SE	\$ 300.00	\$ 6,000.00
Combination concrete curb & gutter	120	LF	\$ 38.25	\$ 4,590.00
Concrete driveway without reinforcement	720	SY	\$ 121.75	\$ 87,660.00
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

I [We] hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.  
 Date: November 7, 2024  
Moran Hauling Inc  
 By: [Signature]  
 Address: 10350 Three Rivers Rd  
Chulavita, CA 94503

Total This Request \$ 153,632.00 = 5.08 %  
 Previous Request \$ 0.00 = 0.00 %  
 Total To Date \$ 153,632.00 = 5.08 %

Quantities Checked: \_\_\_\_\_  
 Approval Recommended: February 4, 2025  
[Signature]  
 CEAT Engineer / Architect

I [We] hereby certify that the use of our names as subcontractors on the above items, was and is with our knowledge and consent.  
 Date: November 17, 2024  
RJM McQueen Contracting, INC  
 (Sub) Subcontractor  
 Federal Tax ID: 64-0878837  
 By: [Signature]  
 Address: 30 Ramsey McQueen Rd  
Collins, MS 39428

Approved: February 18, 2025  
[Signature]  
 Chief LPA Officer (Signature)

NOTE: The subcontract items of all subcontracts shall not exceed 60% of the total contract amount exclusive of specialty items. Please submit signed original documents on all requests.



# Minutes of February 18, 2025 Mayor and Board of Aldermen

SCC-1  
Rev. 06-19

Local Public Agency:

City of Long Beach

**(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS**

Project No. STP-D295-02(021)

County Harrison

(Sub) Subcontract Request No. 1

I (We) RJM McQueen Contracting Inc proposed (Sub) Sub-contractor hereby certify that I (We) have , have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have , have not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date 11-19- 20 24

RJM McQueen Contracting, Inc  
(Sub) Sub-Contractor

By: [Signature]  
Signature

CFO  
Title

**OTE:**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

# Minutes of February 18, 2025 Mayor and Board of Aldermen

NRAA-1  
Rev. 6-19

Local Public Agency:

City of Long Beach

NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)

LPA: 108427-70100

Project No. STP-0995-201001

Harrison County

County Harrison

Long Beach Mississippi

(Sub) Subcontract Request No.   

I (We) Moran Hauling Inc Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to RSM McQueen Contracting Inc (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions of the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

Name: RSM McQueen Contracting Inc

P.O. Box and/or Physical Address: 82 Ramsey McQueen Rd

City, State and Zip Code: Collins MS 39428

Telephone Number: (601) 765-2561

Employer Identification Number: 64-1878837

Actual Dollar Amount of the Subcontract Agreement: \$113,608.00

Estimated Starting Date:   

Estimated Completion Date:   

Geographical Area: Long Beach MS Harrison  
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date November 17, 2024

Moran Hauling Inc  
Prime Contractor

By: Daniel Davis  
Signature

Secretary  
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

**SHORT FORM STANDARD SUBCONTRACT**

This Agreement is made this 7th Day of November 2024 between Moran Hauling, Inc. (Contractor) and RJM McQueen (Subcontractor).

The City of Ocean Springs (Owner) and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: Long Beach Railroad Crossing Grade Improvements

The Construction Lender (if applicable) is: N/A

**SECTION 1. SCOPE.** Subcontractor agrees to furnish all labor, materials, equipment, and other facilities required to complete the following work:

- Concrete sidewalk without reinforcement
- Defectable warning panels
- Combination concrete curb & gutter, type 1 modified
- Concrete driveway, without reinforcement

**SECTION 2. PRICE AND PAYMENT.** Contractor agrees to pay Subcontractor for the strict performance of his work the sum of: One hundred thirteen thousand six hundred eight dollars and zero cents (\$113,608.00) or as set out in Section 15 below, subject to adjustments for changes in the work as may be directed in writing by Contractor.

Payment shall be made in monthly progress payments of Ninety-Five percent (95%) of labor and material which have been incorporated into the work of improvement; progress payments to Subcontractor shall be made only with sums received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's applications for payment. Final payment of the balance owed to Subcontractor shall be due fourteen days after receipt by Contractor of final payment from Owner for Subcontractor's work. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases of claims for labor, and material and agrees to furnish same from its subcontractors, suppliers and/or materialmen in form satisfactory to Contractor prior to receipt of any payment Contractor may, at its option make any payment or portion thereof by joint check payable to Subcontractor and any of its subcontractors' suppliers and/or material men.

If owner or other responsible party delays making any payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

**SECTION 3. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Contractor and the Subcontractor and supersedes any prior written or oral representations. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

**SECTION 4. TIME.** Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any

## Minutes of February 18, 2025 Mayor and Board of Aldermen

changes made by Contractor in the scheduling of work. The subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

**SECTION 5. DELAY.** Should Subcontractor delay Contractor, any other Subcontractor, or anyone else on the Project, Subcontractor will indemnify Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Contractor connected with said delay by Subcontractor.

**SECTION 6 CHANGES IN WORK** Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 7. CLAIMS.** If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

**SECTION 8 INSPECTION AND PROTECTION OF WORK** Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Architect Owner and Contractor.

**SECTION 9. LABOR RELATIONS.** Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall be bound to and comply with all the terms and conditions, including trust fund contributions, required by those labor agreements applicable to work performed under this Agreement to which the Contractor is bound. The specific agreements to which the Contractor is bound are listed in Section 16.

**SECTION 10. TERMINATION.** (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit, and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit. Subcontractor shall not be entitled to any claim or lien against Contractor, Owner, or anyone else for any additional compensation or damages in the event of such termination.

**SECTION 11. INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agent or employees or caused solely by the design provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this

## Minutes of February 18, 2025 Mayor and Board of Aldermen

Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

**SECTION 12. INSURANCE.** Subcontractor shall, at its expense, procure and maintain insurance on all its operations, with carriers acceptable to Contractor, and in amounts acceptable to Contractor and as required by the prime contract, including the following coverages:

**12.1 Casualty Insurance – Per Attachment-Insurance Requirements for subcontracted work**

- a. Workers Compensation and Employer's Liability Insurance,
- b. Commercial General Liability Insurance (ISO Form CG 00 01) covering all operations and
- c. Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles.

**12.2 Property Insurance – if Required**

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor.

**12.2.1 Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

**12.2.2 Builder's Risk.** "All risk" Builder's Risk Insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk Insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

**SECTION 13. DISPUTE RESOLUTION.** Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certifications and cost and pricing data requirements Contractor's sole obligation is to present any timely filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and expert's fees and award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**SECTION 14 WARRANTY** Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and

# Minutes of February 18, 2025 Mayor and Board of Aldermen

authorized, may be considered defective the warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

**SECTION 16 SPECIAL PROVISIONS** (Including unit pricing if applicable)

**BASE BID AND ALTERNATE ITEMS**

- Concrete sidewalk without reinforcement
- Detectable warning panels
- Combination concrete curb & gutter, type 1 modified
- Concrete driveway, without reinforcement

**SECTION 16. LABOR AGREEMENTS.** The Contractor is signatory to the following labor agreements covering work on this project:

**PAYROLL REQUIREMENTS**

Subcontractor(s) are required to submit payroll information Moran Hauling on a weekly basis to be submitted to the Project Engineers. Certified payroll submissions are required each week when the Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273. On State-Funded Projects, LPA-880 is required each week the Subcontractor performs work on the project. When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Subcontractor shall make all efforts necessary to submit this information to Moran Hauling in a weekly manner. Moran Hauling will have the authority to suspend the work wholly or in part and to withhold payments because of the Subcontractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period for the Project Engineer to process an estimate. Subcontractors are to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications and adhere to them.

Dated: November 7 2024 Dated: 11-19-2024

<b>CONTRACTOR:</b>	<b>SUBCONTRACTOR:</b>
<u>Moran Hauling Inc</u>	<u>RJM McQueen Contracting, INC</u>
By: <u>Daniel Lewis</u>	By: <u>Randy Eader</u>
(Name)	(Name)
<u>10380 Three Rivers Rd</u>	<u>80 Ramsey McQueen Rd</u>
(Address)	(Address)
<u>Gulfport MS 39503</u>	<u>Collins, MS 39428</u>

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts may require the use of specialized provisions not included in this form.

© Associated General Contractors

Subcontract Attachment-Insurance Requirements for Subcontracted Work

**INSURANCE REQUIREMENTS**

The following limits are minimum limits required. Higher limits that may be carried by the subcontractor would be applicable to this contract.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

**Commercial General Liability (CGL).** Sub Contractor shall carry CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$6,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

GCL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named Insured Subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years, or statute of repose, after completion of the Work.

**Automobile Liability.** Subcontractor shall carry Business Automobile Liability Limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. General Contractor shall be listed as an additional insured on auto policy.

**Workers Compensation and Employers Liability.** Sub Contractor shall carry Workers Compensation and Employers Liability with limits of at least \$1,000,000 each accident and \$1,000,000 each employee for injury by disease. Where applicable, US Longshore and Harbor Workers Compensation and Maritime Coverage endorsements shall be attached to policy.

**Professional Liability.** If required and subcontractor has any design responsibility, limits of at least \$1,000,000 each accident and \$2,000,000 aggregate will be required. General Contractor shall be listed as additional insured.

**Certificates of Insurance.** The Subcontractor shall provide the Contractor with valid certificates of insurance prior to commencement of work verifying that insurance requirements and limits have been met. Each Certificate of Insurance will verify that the Contractor is listed as an Additional Insured with form attached. A waiver of Subrogation will be provided to the Contractor and all parties required by written contract on all Policies. Certificate of Insurance will also specify that Contractor must be notified at least 30 days in advance in the event of material change in coverage or non-renewal, (10 days for non-payment) of Automobile, CGL or Workers Compensation policies. The wording "will endeavor" will not suffice and must be deleted off the certificate.

**WAIVER OF SUBROGATION.** Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

**INDEMNIFICATION.** The Subcontractor agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Subcontract and to the fullest extent permitted by law, the Subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, allegations of its own independent negligence or the alleged negligence of others, including without limitation claims for which the Contractor may be or may be claimed liable by reason of allegations of its own independent negligence.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of or in any manner connected with the execution of the Work under this Subcontract.

The Subcontractors obligation under this section shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, including without limitations, claims for which the Contractor may be or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

The Subcontractor further agrees to obtain, maintain, and pay for such general liability insurance coverage as will insure the provision of this section and other contractual indemnifications assumed by the Subcontractor in the Subcontract.



## Minutes of February 18, 2025 Mayor and Board of Aldermen

RPS-1  
Rev. 6/18

Local Public Agency: City of Long Beach

### REQUEST FOR PERMISSION TO SUBCONTRACT

Request No. 2  
Contract No. SIL 0293 (X) (02)  
Harrison  
County

Gentlemen:

I [We] [the prime contractor] [a subcontractor] propose to subcontract the following items to J.L. McCool Contractors named in accordance with Special Provisions providing for subcontracting included in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I [we] agree to perform such items of work with my [our] own organization in full compliance with all applicable terms of our contract. I [we] agree that this procedure will not relieve us of any of the responsibilities under our contract.

It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impure any liability or contractual obligation by and between the subcontractor and the Local Public Agency.

I [We] the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I [we] shall indemnify and save harmless the Local Public Agency from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.

I [We] certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Local Public Agency covering this project have been explained to the proposed subcontractor and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I [We] have attached a copy of said subcontract to this request.

I [We] have attached the completed LPA forms NRAA-1, and SCC-1 for Federal Aid projects.

The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
* <u>White rope strip (but yellow)</u>	<u>2025</u>	<u>LF</u>	<u>\$ 2.00</u>	<u>\$ *</u>
* <u>White IFL strip (but yellow)</u>	<u>995</u>	<u>LF</u>	<u>\$ 2.00</u>	<u>\$ *</u>
* <u>White detail strip (white)</u>	<u>2235</u>	<u>LF</u>	<u>\$ 4.00</u>	<u>\$ *</u>
* <u>White detail strip (yellow)</u>	<u>2443</u>	<u>LF</u>	<u>\$ 4.00</u>	<u>\$ *</u>
* <u>White legend (white)</u>	<u>1220</u>	<u>SF</u>	<u>\$ 10.00</u>	<u>\$ *</u>
* <u>White legend (white)</u>	<u>2415</u>	<u>LF</u>	<u>\$ 5.00</u>	<u>\$ *</u>
* <u>Alum. L.S. signs 0.080 thickness</u>	<u>200</u>	<u>SF</u>	<u>\$ 25.00</u>	<u>\$ *</u>
* <u>Steel V-section post 3x3 Lx1FT</u>	<u>1.00</u>	<u>LF</u>	<u>\$ 18.00</u>	<u>\$ 18,000.00</u>
<u>mobilization</u>		<u>LS</u>	<u>6500.00</u>	<u>6500.00</u>
<b>* - Specialty items</b>				
Total This Request \$			<u>17,300.00</u>	<u>= 0.57 %</u>
Previous Request \$			<u>153,632.00</u>	<u>= 5.08 %</u>
Total To Date \$			<u>170,932.00</u>	<u>= 5.65 %</u>

I [We] hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.

Date November 7, 2024  
Moran Hauling Inc  
Contractor

By: Daunte Jones  
Signature

Address: 10580 Three Rivers Rd  
Compton MS 39503

I [We] hereby certify that the use of our names as subcontractors on the above items, was and is with our knowledge and consent.

Date November 12, 2024  
J.L. McCool Contractors, Inc.  
Subcontractor

Federal Tax ID: 64-0774633

By: [Signature]  
Signature

Address: 11700 HWY 613  
Moss Point MS 39562

Quantities Checked: \_\_\_\_\_

Approval Recommended: February 4, 2025

[Signature]  
CEAL Engineer / Architect

Approved: February 18, 2025

[Signature]  
Chief LPA Official (Signature)

NOTE: The subcontract items of all subcontracts shall not exceed 60% of the total contract amount exclusive of specialty items. Please submit signed original documents on all requests.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

**MORAN HAULING, INC.**

10380 Three Rivers Rd., Gulfport, MS 39503, Office: (228) 206-1850

---

February 4, 2025

Long Beach Railroad Crossing Grade Improvements

Line item 620A001 for the \$220,000 mobilization's breakdown is as follows:

JL McCool - \$6,500.00

Gulf Pride - \$12,000.00

Moran Hauling Inc - \$201,500.00

Sincerely,

Danielle James

Secretary

228-206-1850

# Minutes of February 18, 2025 Mayor and Board of Aldermen

SCC-1  
rev. 06-19

Local Public Agency: City of Long Beach  
(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Project No. SIP-0295000001

County Harrison

(Sub) Subcontract Request No. 2

I (We) J.I. McCool Contractors Inc proposed (Sub) Sub-contractor hereby certify that I (We) have , have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have , have not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date November 12, 20 24

J.I. McCool Contractors, Inc.

(Sub) Sub-Contractor

By: [Signature]

Signature

President  
Title

OTE;

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 80-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 80 - 1.6. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 80 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

Minutes of February 18, 2025  
Mayor and Board of Aldermen

NRAA-1  
Rev. 6-19

Local Public Agency:

City of Long Beach

NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)

LPA: 108-127-7000

Project No. STR 295-00(021)

Harrison County

County Harrison

Long Beach, Mississippi

(Sub) Subcontract Request No. 2

I (We) Moran Hauling Inc Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to J.L. McCool Contractors Inc (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions of the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

Name: J.L. McCool Contractors Inc

P.O. Box and/or Physical Address: P.O. Box 1765

City, State and Zip Code: Pascagoula MS 39368

Telephone Number: (228) 769-9771

Employer Identification Number: 64-0774633

Actual Dollar Amount of the Subcontract Agreement: \$76,955.00

Estimated Starting Date:

Estimated Completion Date:

Geographical Area: Harrison MS Long Beach  
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date November 7, 2024

Moran Hauling Inc  
Prime Contractor

By: Dan Lee  
Signature

Secretary  
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

## Minutes of February 18, 2025 Mayor and Board of Aldermen

### SHORT FORM STANDARD SUBCONTRACT

This Agreement is made this 7th Day of November 2024 between Moran Hauling, Inc. (Contractor) and J.L. McCool Contractors, Inc. (Subcontractor).

The City of Long Beach (Owner) and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: Long Beach Railroad Crossing Grade Improvements

The Construction Lender (if applicable) is: N/A

**SECTION 1. SCOPE.** Subcontractor agrees to furnish all labor, materials, equipment, and other facilities required to complete the following work:

- 8" thermo edge stripe (cont white)
- 6" thermo TFC stripe (skip yellow)
- Thermo detail stripe (white)
- Thermo detail stripe (yellow)
- Thermo legend (white)
- Thermo legend (white)
- Stand RS signs, 0.080" thickness
- Steel U-section post 3.0 LB/FT
- Mobilization

**SECTION 2. PRICE AND PAYMENT.** Contractor agrees to pay Subcontractor for the strict performance of his work the sum of: Seven six thousand nine hundred fifty five dollars and zero cents. (\$76,955.00) or as set out in Section 15 below, subject to adjustments for changes in the work as may be directed in writing by Contractor.

Payment shall be made in monthly progress payments of Ninety-Five percent (95%) of labor and material which have been incorporated into the work of improvement; progress payments to Subcontractor shall be made only with sums received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's applications for payment. Final payment of the balance owed to Subcontractor shall be due fourteen days after receipt by Contractor of final payment from Owner for Subcontractor's work. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases of claims for labor, and material and agrees to furnish same from its subcontractors, suppliers and/or materialmen in form satisfactory to Contractor prior to receipt of any payment Contractor may, at its option make any payment or portion thereof by joint check payable to Subcontractor and any of its subcontractors' suppliers and/or material men.

If owner or other responsible party delays making any payment to Contractor from which payment is Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

**SECTION 3. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Contractor and the Subcontractor and supersedes any prior written or oral representations. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

**SECTION 4. TIME.** Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any changes made by Contractor in the scheduling of work. The subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

**SECTION 5. DELAY.** Should Subcontractor delay Contractor, any other Subcontractor, or anyone else on the Project, Subcontractor will indemnify Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys fees, and other costs or liabilities imposed on Contractor connected with said delay by Subcontractor.

**SECTION 6 CHANGES IN WORK** Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 7. CLAIMS.** If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

**SECTION 8 INSPECTION AND PROTECTION OF WORK** Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Architect, Owner and Contractor.

**SECTION 9. LABOR RELATIONS.** Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall be bound to and comply with all the terms and conditions, including trust fund contributions, required by those labor agreements applicable to work performed under this Agreement to which the Contractor is bound. The specific agreements to which the Contractor is bound are listed in Section 18.

**SECTION 10. TERMINATION.** (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit, and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit. Subcontractor shall not be entitled to any claim or lien against Contractor, Owner, or anyone else for any additional compensation or damages in the event of such termination.

**SECTION 11. INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent

## Minutes of February 18, 2025 Mayor and Board of Aldermen

act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agent or employees or caused solely by the designs provided by such parties. The Indemnity set forth in this Section shall not be limited by Insurance requirements or by any other provision of this Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

**SECTION 12. INSURANCE.** Subcontractor shall, at its expense, procure and maintain insurance on all its operations, with carriers acceptable to Contractor, and in amounts acceptable to Contractor and as required by the prime contract, including the following coverages:

**12.1 Casualty Insurance -- Per Attachment-Insurance Requirements for subcontracted work**

- a. Workers Compensation and Employer's Liability Insurance,
- b. Commercial General Liability Insurance (ISO Form CG 00 01) covering all operations and
- c. Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles.

**12.2 Property Insurance -- If Required**

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor.

**12.2.1 Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

**12.2.2 Builder's Risk.** "All risk" Builder's Risk Insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

**SECTION 13. DISPUTE RESOLUTION.** Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certifications and cost and pricing data requirements Contractor's sole obligation is to present any timely filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and expert's fees and award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**SECTION 14 WARRANTY** Subcontractor warrants to Owner and Contractor that all materials and equipment

# Minutes of February 18, 2025 Mayor and Board of Aldermen

furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective the warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

### SECTION 15 SPECIAL PROVISIONS (Including unit pricing if applicable)

#### BASE BID AND ALTERNATE ITEMS

- 6" thermo edge stripe (cont white)
- 6" thermo TFC stripe (skip yellow)
- Thermo detail stripe (white)
- Thermo detail stripe (yellow)
- Thermo legend (white)
- Thermo legend (white)
- Stand RS signs, 0.080" thickness
- Steel U-section post 3.0 LB/FT
- Mobilization

**SECTION 16. LABOR AGREEMENTS.** The Contractor is signatory to the following labor agreements covering work on this project:

#### PAYROLL REQUIREMENTS

Subcontractor(s) are required to submit payroll information Moran Hauling on a weekly basis to be submitted to the Project Engineers. Certified payroll submissions are required each week when the Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273. On State-Funded Projects, LPA-880 is required each week the Subcontractor performs work on the project. When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Subcontractor shall make all efforts necessary to submit this information to Moran Hauling in a weekly manner. Moran Hauling will have the authority to suspend the work wholly or in part and to withhold payments because of the Subcontractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period for the Project Engineer to process an estimate. Subcontractors are to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications and adhere to them.

Dated: <u>November 7 2024</u>	Dated: <u>November 12, 2024</u>
<b>CONTRACTOR:</b>	<b>SUBCONTRACTOR:</b>
<u>Daniel W. Jones</u>	<u>[Signature]</u>
By <u>Secretary</u>	By <u>J.L. McCool Contractors, Inc.</u>
(Name)	(Name)
<u>10380 Three Rivers Rd</u>	<u>11700 Hwy 613</u>
(Address)	(Address)
<u>Gulfport MS 39503</u>	<u>Moss Point, MS 39562</u>

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts may require the use of specialized provisions not included in this form.



## Minutes of February 18, 2025 Mayor and Board of Aldermen

© Associated General Contractors

### Subcontract Attachment-Insurance Requirements for Subcontracted Work

#### **INSURANCE REQUIREMENTS**

The following limits are minimum limits required. Higher limits that may be carried by the subcontractor would be applicable to this contract.

**Commercial General Liability (CGL).** Sub Contractor shall carry CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years, or statute of repose, after completion of the Work.

**Automobile Liability.** Subcontractor shall carry Business Automobile Liability Limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. General Contractor shall be listed as an additional insured on auto policy.

**Workers Compensation and Employers Liability.** Sub Contractor shall carry Workers Compensation and Employers Liability with limits of at least \$1,000,000 each accident and \$1,000,000 each employee for injury by disease. Where applicable, US Longshore and Harbor Workers Compensation and Maritime Coverage endorsements shall be attached to policy.

**Professional Liability.** If required and subcontractor has any design responsibility, limits of at least \$1,000,000 each accident and \$2,000,000 aggregate will be required. General Contractor shall be listed as additional insured.

**Certificates of Insurance.** The Subcontractor shall provide the Contractor with valid certificates of insurance prior to commencement of work verifying that insurance requirements and limits have been met. Each Certificate of Insurance will verify that the Contractor is listed as an Additional Insured with form attached. A waiver of Subrogation will be provided to the Contractor and all parties required by written contract on all Policies. Certificate of Insurance will also specify that Contractor must be notified at least 30 days in advance in the event of material change in coverage or non-renewal, (10 days for non-payment) of Automobile, CGL or Workers Compensation policies. The wording "will endeavor" will not suffice and must be deleted off the certificate.

**WAIVER OF SUBROGATION.** Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

Minutes of February 18, 2025  
Mayor and Board of Aldermen

**INDEMNIFICATION.** The Subcontractor agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Subcontract and to the fullest extent permitted by law, the Subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, allegations of its own independent negligence or the alleged negligence of others, including without limitation claims for which the Contractor may be or may be claimed liable by reason of allegations of its own independent negligence.

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of or in any manner connected with the execution of the Work under this Subcontract.

The Subcontractors obligation under this section shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, including without limitations, claims for which the Contractor may be or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

The Subcontractor further agrees to obtain, maintain, and pay for such general liability insurance coverage as will insure the provision of this section and other contractual indemnifications assumed by the Subcontractor in the Subcontract.

\*

\*

Minutes of February 18, 2025  
Mayor and Board of Aldermen

RPS-4  
Rev. 6/19

Local Public Agency:

City of Long Beach

REQUEST FOR PERMISSION TO SUBCONTRACT

Request No. 3

Contract No. STP 029500(02)

HARRISON

County

Gentlemen:

I [We] [the prime contractor] [a subcontractor] propose to subcontract the following items to Gulf Pride Paving, named in accordance with Special Provisions

providing for subcontracting included in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I [we] agree to perform such items of work with my [our] own organization in full compliance with all applicable terms of our contract. I [we] agree that this procedure will not relieve us of any of the responsibilities under our contract.

It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impule any liability or contractual obligation by and between the subcontractor and the Local Public Agency.

I [We] the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I [we] shall indemnify and save harmless the Local Public Agency from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.

I [We] certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Local Public Agency covering this project have been explained to the proposed subcontractor and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I [We] have attached a copy of said subcontract to this request.

I [We] have attached the completed LPA forms NRAA-1, and SCC-1 for Federal Aid projects.

The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
9.5mm ST Asphalt Pavement	9461	TONS	\$ 285.00	\$ 2,706,385.00
12.5mm ST Asphalt Pavement	883	TONS	\$ 285.00	\$ 251,655.00
17mm ST Asphalt Pavement	2700	TONS	\$ 285.00	\$ 769,500.00
4.0m M. Inlet Pavement, all depths	3350	SU	\$ 14.50	\$ 48,575.00
Asphalt to Jack Coat	33218	SU	\$ 9.75	\$ 323,772.50
			\$	\$
			\$	\$

I [We] hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.

Date: November 7, 2024

Moran Hauling Inc  
Contractor

By: David Lee Jones  
Signature

Address: 10250 Three Rivers Ln  
Gulfport, MS 39503

Total This Request \$ 1,388,322.50 = 45.89 %

Previous Request \$ 170,932.00 = 5.65 %

Total To Date \$ 1,559,254.50 = 51.54 %

Quantities Checked: \_\_\_\_\_

Approval Recommended: February 4, 2025

David Lee Jones  
Chief Engineer / Architect

I [We] hereby certify that the use of our names as subcontractors on the above items, was and is with our knowledge and consent.

Date: 11/18/24, 20

GULF PRIDE PAVING, LLC  
(Sub) Subcontractor

Federal Tax ID: 86-3585568

By: Joanie Jensen  
Signature

Address: 10200 Logan Cline Rd.  
Gulfport, MS 39503

Approved: February 18, 2025

Joanie Jensen  
Chief LPA Official (Signature)

NOTE: The subcontract items of all subcontracts shall not exceed 60% of the total contract amount exclusive of specialty items. Please submit signed original documents on all requests.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

**MORAN HAULING, INC.**

10380 Three Rivers Rd., Gulfport, MS 39503, Office: (228) 206-1850

---

February 4, 2025

Long Beach Railroad Crossing Grade Improvements

Line item 620A001 for the \$220,000 mobilization's breakdown is as follows:

JL McCool - \$6,500.00

Gulf Pride - \$12,000.00

Moran Hauling Inc - \$201,500.00

Sincerely,

Danielle James

Secretary

228-206-1850

# Minutes of February 18, 2025 Mayor and Board of Aldermen

SCC-1  
Rev. 08-19

Local Public Agency:

City of Long Beach

**(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS**

Project No. STP029505(023)

County Harrison

(Sub) Subcontract Request No. 3

I (We) Gulf Pride Paving proposed (Sub) Sub-contractor hereby certify that I (We) have  have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have  have not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date 11/19/24, 20

GULF PRIDE PAVING, LLC  
(Sub) Sub-Contractor

By: Jamie Jensen  
Signature  
DWALSTE  
Title

**OTE:**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.6. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

Minutes of February 18, 2025  
Mayor and Board of Aldermen

NRAA-1  
Rev. 8-19

Local Public Agency:

City of Long Beach

NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)

LPA: 1084277000  
Harrison County  
Long Beach, Mississippi

Project No. 21P629500(02)  
County Harrison  
(Sub) Subcontract Request No. 3

I (We) Moran Hauling Inc Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions of the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

Name: Gulfside Paving  
P.O. Box and/or Physical Address: 10210 Logan Circle Rd  
City, State and Zip Code: Gulfport MS 39503  
Telephone Number: (228) 347-2883  
Employer Identification Number: 86-7585548  
Actual Dollar Amount of the Subcontract Agreement: \$1,165,656.00  
Estimated Starting Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_  
Geographical Area: Harrison MS Long Beach  
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,  
Date November 7, 2021  
Moran Hauling Inc  
Prime Contractor  
By: Danille Jones  
Signature  
Secretary  
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPB-1)

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

**SHORT FORM STANDARD SUBCONTRACT**

This Agreement is made this 7th Day of November 2024 between Moran Hauling, Inc. (Contractor) and Gulf Pride Paving (Subcontractor).

The City of Long Beach (Owner) and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: Long Beach Railroad Crossing Grade Improvements

The Construction Lender (if applicable) is: N/A

**SECTION 1. SCOPE.** Subcontractor agrees to furnish all labor, materials, equipment, and other facilities required to complete the following work:

- Mobilization
- 9.5mm ST asphalt pavement
- 12.5mm ST asphalt pavement
- 19mm ST asphalt pavement
- Cold milling bit. Pavement, all depths
- Asphalt for tack coat

**SECTION 2. PRICE AND PAYMENT.** Contractor agrees to pay Subcontractor for the strict performance of his work the sum of: One million one hundred sixty five thousand fifty six dollars and zero cents, (\$1,165,056.00) or as set out in Section 16 below, subject to adjustments for changes in the work as may be directed in writing by Contractor.

Payment shall be made in monthly progress payments of Ninety-Five percent (95%) of labor and material which have been incorporated into the work of improvement; progress payments to Subcontractor shall be made only with sums received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's applications for payment. Final payment of the balance owed to Subcontractor shall be due fourteen days after receipt by Contractor of final payment from Owner for Subcontractor's work. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases of claims for labor, and material and agrees to furnish same from its subcontractors, suppliers and/or materialmen in form satisfactory to Contractor prior to receipt of any payment. Contractor may, at its option make any payment or portion thereof by joint check payable to Subcontractor and any of its subcontractors' suppliers and/or material men.

If owner or other responsible party delays making any payment to Contractor from which payment is Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

**SECTION 3. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Contractor and the Subcontractor and supersedes any prior written or oral representations. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

**SECTION 4. TIME.** Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any changes made by Contractor in the scheduling of work. The subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

**SECTION 5. DELAY.** Should Subcontractor delay Contractor, any other Subcontractor, or anyone else on the Project, Subcontractor will indemnify Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Contractor connected with said delay by Subcontractor.

**SECTION 6 CHANGES IN WORK** Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 7. CLAIMS.** If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

**SECTION 8 INSPECTION AND PROTECTION OF WORK** Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Architect Owner and Contractor.

**SECTION 9. LABOR RELATIONS.** Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall be bound to and comply with all the terms and conditions, including trust fund contributions, required by those labor agreements applicable to work performed under this Agreement to which the Contractor is bound. The specific agreements to which the Contractor is bound are listed in Section 16.

**SECTION 10. TERMINATION.** (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit, and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit. Subcontractor shall not be entitled to any claim or lien against Contractor, Owner, or anyone else for any additional compensation or damages in the event of such termination.

**SECTION 11. INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their



## Minutes of February 18, 2025 Mayor and Board of Aldermen

agent or employees or caused solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

**SECTION 12. INSURANCE.** Subcontractor shall, at its expense, procure and maintain insurance on all its operations, with carriers acceptable to Contractor, and in amounts acceptable to Contractor and as required by the prime contract, including the following coverages:

**12.1 Casualty Insurance – Per Attachment-Insurance Requirements for subcontracted work**

- a. Workers Compensation and Employer's Liability Insurance,
- b. Commercial General Liability Insurance (ISO Form CG 00 01) covering all operations and
- c. Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles.

**12.2 Property Insurance – If Required**

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor.

**12.2.1 Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

**12.2.2 Builder's Risk.** "All risk" Builder's Risk Insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk Insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

**SECTION 13. DISPUTE RESOLUTION.** Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certifications and cost and pricing data requirements Contractor's sole obligation is to present any timely filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and expert's fees and award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**SECTION 14 WARRANTY** Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good

# Minutes of February 18, 2025 Mayor and Board of Aldermen

and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective the warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

**SECTION 15 SPECIAL PROVISIONS** (including unit pricing if applicable)

**BASE BID AND ALTERNATE ITEMS**

- Mobilization
- 9.5mm ST asphalt pavement
- 12.5mm ST asphalt pavement
- 19mm ST asphalt pavement
- Cold milling bit. Pavement, all depths
- Asphalt for tack coat

**SECTION 16. LABOR AGREEMENTS.** The Contractor is signatory to the following labor agreements covering work on this project:

**PAYROLL REQUIREMENTS**

Subcontractor(s) are required to submit payroll information Moran Hauling on a weekly basis to be submitted to the Project Engineers. Certified payroll submissions are required each week when the Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273. On State-Funded Projects, LPA-880 is required each week the Subcontractor performs work on the project. When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Subcontractor shall make all efforts necessary to submit this information to Moran Hauling in a weekly manner. Moran Hauling will have the authority to suspend the work wholly or in part and to withhold payments because of the Subcontractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period for the Project Engineer to process an estimate. Subcontractors are to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications and adhere to them.

Dated: <u>Nov 7 2024</u>	Dated: <u>11/18/24</u>
<b>CONTRACTOR:</b>	<b>SUBCONTRACTOR:</b>
<u>Moran Hauling Inc</u>	<u>GULF PRIDE PAVING, LLC</u>
By <u>[Signature]</u>	By <u>JAMIE JENNER</u>
(Name)	(Name)
<u>10380 Three Rivers Rd</u>	<u>10200 LOGAN CLINE RD.</u>
(Address)	(Address)
<u>Gulfport MS 39503</u>	<u>GULFPORT, MS 39503</u>

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts may require the use of specialized provisions not included in this form.  
© Associated General Contractors

Subcontract Attachment-Insurance Requirements for Subcontracted Work

## Minutes of February 18, 2025 Mayor and Board of Aldermen

### **INSURANCE REQUIREMENTS**

The following limits are minimum limits required. Higher limits that may be carried by the subcontractor would be applicable to this contract.

**Commercial General Liability (CGL).** Sub Contractor shall carry CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years, or statute of repose, after completion of the Work.

**Automobile Liability.** Subcontractor shall carry Business Automobile Liability Limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. General Contractor shall be listed as an additional insured on auto policy.

**Workers Compensation and Employers Liability.** Sub Contractor shall carry Workers Compensation and Employers Liability with limits of at least \$1,000,000 each accident and \$1,000,000 each employee for injury by disease. Where applicable, US Longshore and Harbor Workers Compensation and Maritime Coverage endorsements shall be attached to policy.

**Professional Liability.** If required and subcontractor has any design responsibility, limits of at least \$1,000,000 each accident and \$2,000,000 aggregate will be required. General Contractor shall be listed as additional insured.

**Certificates of Insurance.** The Subcontractor shall provide the Contractor with valid certificates of insurance prior to commencement of work verifying that insurance requirements and limits have been met. Each Certificate of Insurance will verify that the Contractor is listed as an Additional Insured with form attached. A waiver of Subrogation will be provided to the Contractor and all parties required by written contract on all Policies. Certificate of Insurance will also specify that Contractor must be notified at least 30 days in advance in the event of material change in coverage or non-renewal, (10 days for non-payment) of Automobile, CGL or Workers Compensation policies. The wording "will endeavor" will not suffice and must be deleted off the certificate.

**WAIVER OF SUBROGATION.** Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

**INDEMNIFICATION.** The Subcontractor agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

under this Subcontract and to the fullest extent permitted by law, the Subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, allegations of its own independent negligence or the alleged negligence of others, including without limitation claims for which the Contractor may be or may be claimed liable by reason of allegations of its own independent negligence.

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of or in any manner connected with the execution of the Work under this Subcontract.

The Subcontractor's obligation under this section shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, including without limitations, claims for which the Contractor may be or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

The Subcontractor further agrees to obtain, maintain, and pay for such general liability insurance coverage as will insure the provision of this section and other contractual indemnifications assumed by the Subcontractor in the Subcontract.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

RPS-1  
Rev. 9/19

Local Public Agency:

City of Long Beach

### REQUEST FOR PERMISSION TO SUBCONTRACT

Request No. 4

Contract No. STP-10275-00(001)  
Harrison

County

Gentlemen:

I (We) (the prime contractor) (a subcontractor) propose to subcontract the following items to Gulf Coast Solutions named in accordance with Special Provisions providing for subcontracting included in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I (we) agree to perform such items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) agree that this procedure will not relieve us of any of the responsibilities under our contract.

It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the Local Public Agency.

I (We) the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I (we) shall indemnify and save harmless the Local Public Agency from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.

I (We) certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the Local Public Agency covering this project have been explained to the proposed subcontractor and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I (We) have attached a copy of subcontract to this request.

I (We) have attached the completed LPA forms NRAA-1, and SCC-1 for Federal Aid projects.

The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	AMOUNT
<u>216A001</u>	<u>650.00</u>	<u>SY</u>	<u>\$ 9.00</u>	<u>\$ 5,850.00</u>
<u>219A001</u>	<u>2320</u>	<u>1/2" Cr1</u>	<u>\$ 15.75</u>	<u>\$ 36,525.00</u>
<u>225A001</u>	<u>1.2</u>	<u>AC</u>	<u>\$ 3950.00</u>	<u>\$ 4,740.00</u>
* <u>907234A001</u>	<u>4950</u>	<u>LF</u>	<u>\$ 10.75</u>	<u>\$ 53,212.50</u> * specialty item
<u>237A001</u>	<u>1400</u>	<u>LF</u>	<u>\$ 7.75</u>	<u>\$ 10,850.00</u>

**\*Specialty Item**

I (We) hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.

Date: November 19, 2024

Moran Heating Inc

By: [Signature]

Address: 10380 Three Rivers Rd  
Gulfport MS 39503

I (We) hereby certify that the use of our name as subcontractors on the above items, was and is with our knowledge and consent.

Date: 11-20, 2024

Gulf Coast Solutions, LLC

Federal Tax ID: 47-4016271

By: [Signature]

Address: 12300 Big Creek Road  
Gulfport MS 39503

Total This Request \$ 25,062.50 = 0.83 %  
Previous Request \$ 1,559,254.50 = 51.54 %  
Total To Date \$ 1,584,317.00 = 52.37 %

Quantities Checked: \_\_\_\_\_

Approval Recommended: February 4, 2025

[Signature]  
CEM Engineer / Project

Approved: February 18, 2025

[Signature]  
Chief LPA Official (Signature)

NOTE: The subcontract items of all subcontracts shall not exceed 60% of the total contract amount exclusive of specialty items. Please submit signed original documents on all requests.

# Minutes of February 18, 2025 Mayor and Board of Aldermen

NRAA-1  
Rev. 6-16

Local Public Agency:

City of Long Beach

NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)

LPA: 108 407-70100  
Harrison County  
Long Beach, Mississippi

Project No. SR-0995-UB(2)  
County Harrison  
(Sub) Subcontract Request No. 4

I (We) Maran Hauling Inc Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to Gulf Coast Solutions (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions of the NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

Name: Gulf Coast Solutions  
P.O. Box and/or Physical Address: 12300 Big Creek Road  
City, State and Zip Code: Gulfport, MS 39503  
Telephone Number: (228) 234-9510  
Employer Identification Number: 47-4016271  
Actual Dollar Amount of the Subcontract Agreement: \$2785.00  
Estimated Starting Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_  
Geographical Area: Harrison MS Long Beach  
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,  
Date November 19, 2024  
Maran Hauling Inc  
Prime Contractor  
By: Daniel Lewis  
Signature  
Secretary  
Title

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

# Minutes of February 18, 2025 Mayor and Board of Aldermen

SCC-1  
Rev. 06-19

Local Public Agency: City of Long Beach

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

Project No. STP 0095-BX(001)

County Harrison

(Sub) Subcontract Request No. 4

I (we) Gulf Coast Solutions proposed (Sub) Sub-contractor hereby certify that I (We) have  , have not  , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have  , have not  , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date November 20, 2024

Gulf Coast Solutions, LLC  
(Sub) Sub-Contractor

By: [Signature]  
Signature  
Managing Member  
Title

**OTE:**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

(Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form RPS-1)

## Minutes of February 18, 2025 Mayor and Board of Aldermen

### SHORT FORM STANDARD SUBCONTRACT

This Agreement is made this 19<sup>th</sup> Day of November between Moran Hauling, Inc. (Contractor) and Gulf Coast Solutions (Subcontractor).  
The City of Long Beach (Owner) and in accordance with all plans, specifications and other contract documents attached to or incorporated into the prime contract for the project known as: Long Beach Railroad Crossing Grade Improvements  
 The Construction Lender (if applicable) is: N/A

**SECTION 1. SCOPE.** Subcontractor agrees to furnish all labor, materials, equipment, and other facilities required to complete the following work:

- Clearing & grubbing
- Watering
- Grading
- Temporary silt fence
- Wattles

**SECTION 2. PRICE AND PAYMENT.** Contractor agrees to pay Subcontractor for the strict performance of his work the sum of: Thirty four thousand seven hundred eighty five dollars and zero cents, (\$34,785.00) or as set out in Section 15 below, subject to adjustments for changes in the work as may be directed in writing by Contractor.

Payment shall be made in monthly progress payments of Ninety-Five percent (95%) of labor and material which have been incorporated into the work of improvement; progress payments to Subcontractor shall be made only with sums received by Contractor from Owner for work performed by Subcontractor as reflected in Contractor's applications for payment. Final payment of the balance owed to Subcontractor shall be due fourteen days after receipt by Contractor of final payment from Owner for Subcontractor's work. Subcontractor agrees to furnish, if and when required by Contractor, payroll affidavits, receipts, vouchers, releases of claims for labor, and material and agrees to furnish same from its subcontractors, suppliers and/or materialmen in form satisfactory to Contractor prior to receipt of any payment Contractor may, at its option make any payment or portion thereof by joint check payable to Subcontractor and any of its subcontractors' suppliers and/or material men.

If owner or other responsible party delays making any payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

**SECTION 3. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Contractor and the Subcontractor and supersedes any prior written or oral representations. Subcontractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

**SECTION 4. TIME.** Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any



## Minutes of February 18, 2025 Mayor and Board of Aldermen

changes made by Contractor in the scheduling of work. The subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

**SECTION 6. DELAY.** Should Subcontractor delay Contractor, any other Subcontractor, or anyone else on the Project, Subcontractor will indemnify Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Contractor connected with said delay by Subcontractor.

**SECTION 6 CHANGES IN WORK** Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

**SECTION 7. CLAIMS.** If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

**SECTION 8 INSPECTION AND PROTECTION OF WORK** Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Architect Owner and Contractor.

**SECTION 9. LABOR RELATIONS.** Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall be bound to and comply with all the terms and conditions, including trust fund contributions, required by those labor agreements applicable to work performed under this Agreement to which the Contractor is bound. The specific agreements to which the Contractor is bound are listed in Section 16.

**SECTION 10. TERMINATION.** (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit, and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit. Subcontractor shall not be entitled to any claim or lien against Contractor, Owner, or anyone else for any additional compensation or damages in the event of such termination.

**SECTION 11. INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agent or employees or caused solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this

## Minutes of February 18, 2025 Mayor and Board of Aldermen

Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

**SECTION 12. INSURANCE.** Subcontractor shall, at its expense, procure and maintain insurance on all its operations, with carriers acceptable to Contractor, and in amounts acceptable to Contractor and as required by the prime contract, including the following coverages:

**12.1 Casualty Insurance – Per Attachment-Insurance Requirements for subcontracted work**

- a. Workers Compensation and Employer's Liability Insurance,
- b. Commercial General Liability Insurance (ISO Form CG 00 01) covering all operations and
- c. Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles.

**12.2 Property Insurance – If Required**

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of the Subcontractor until the completed work is accepted by the Contractor.

**12.2.1 Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

**12.2.2 Builder's Risk.** "All risk" Builder's Risk Insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk Insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

**SECTION 13. DISPUTE RESOLUTION.** Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certifications and cost and pricing data requirements Contractor's sole obligation is to present any timely filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and expert's fees and award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**SECTION 14 WARRANTY** Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and

# Minutes of February 18, 2025 Mayor and Board of Aldermen

authorized, may be considered defective the warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

**SECTION 16 SPECIAL PROVISIONS** (Including unit pricing if applicable)

**BASE BID AND ALTERNATE ITEMS**

- Clearing & grubbing
- Watering
- Grassing
- Temporary silt fence
- Wattles

**SECTION 16. LABOR AGREEMENTS.** The Contractor is signatory to the following labor agreements covering work on this project:

**PAYROLL REQUIREMENTS**

Subcontractor(s) are required to submit payroll information Moran Hauling on a weekly basis to be submitted to the Project Engineers. Certified payroll submissions are required each week when the Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273. On State-Funded Projects, LPA-880 is required each week the Subcontractor performs work on the project. When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Subcontractor shall make all efforts necessary to submit this information to Moran Hauling in a weekly manner. Moran Hauling will have the authority to suspend the work wholly or in part and to withhold payments because of the Subcontractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period for the Project Engineer to process an estimate. Subcontractors are to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications and adhere to them.

Dated: <u>11/20/24</u>	Dated: <u>11/20/2024</u>
<b>CONTRACTOR:</b>	<b>SUBCONTRACTOR:</b>
<u>Moran Hauling Inc</u>	<u>Gulf Coast Solutions, LLC</u>
By <u>Donald Jones</u>	By <u>Yvette R. Breazeale</u>
<small>(Name)</small>	<small>(Name)</small>
<u>12386 Three Rivers Rd</u>	<u>12300 Big Creek Road</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Gulfport MS 39503</u>	<u>Gulfport, MS 39503</u>

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged. Some construction prime contracts may require the use of specialized provisions not included in this form.  
© Associated General Contractors

Subcontract Attachment-Insurance Requirements for Subcontracted Work

**INSURANCE REQUIREMENTS**

The following limits are minimum limits required. Higher limits that may be carried by the subcontractor would be applicable to this contract.

## Minutes of February 18, 2025 Mayor and Board of Aldermen

**Commercial General Liability (CGL).** Sub Contractor shall carry CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 33 10 01 AND CG 20 37 10 01 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years, or statute of repose, after completion of the Work.

**Automobile Liability.** Subcontractor shall carry Business Automobile Liability Limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. General Contractor shall be listed as an additional insured on auto policy.

**Workers Compensation and Employers Liability.** Sub Contractor shall carry Workers Compensation and Employers Liability with limits of at least \$1,000,000 each accident and \$1,000,000 each employee for injury by disease. Where applicable, US Longshore and Harbor Workers Compensation and Maritime Coverage endorsements shall be attached to policy.

**Professional Liability.** If required and subcontractor has any design responsibility, limits of at least \$1,000,000 each accident and \$2,000,000 aggregate will be required. General Contractor shall be listed as additional insured.

**Certificates of Insurance.** The Subcontractor shall provide the Contractor with valid certificates of insurance prior to commencement of work verifying that insurance requirements and limits have been met. Each Certificate of Insurance will verify that the Contractor is listed as an Additional Insured with form attached. A waiver of Subrogation will be provided to the Contractor and all parties required by written contract on all Policies. Certificate of Insurance will also specify that Contractor must be notified at least 30 days in advance in the event of material change in coverage or non-renewal, (10 days for non-payment) of Automobile, CGL or Workers Compensation policies. The wording "will endeavor" will not suffice and must be deleted off the certificate.

**WAIVER OF SUBROGATION.** Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

**INDEMNIFICATION.** The Subcontractor agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Subcontract and to the fullest extent permitted by law, the Subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, allegations of its own independent negligence or the alleged negligence of others, including without limitation claims for which the Contractor may be or may be claimed liable by reason of allegations of its own independent negligence.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising out of or in any manner connected with the execution of the Work under this Subcontract.

The Subcontractors obligation under this section shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The subcontractor shall defend and indemnify the Contractor from all such claims, whether meritorious or not, including without limitations, claims for which the Contractor may be or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

The Subcontractor further agrees to obtain, maintain, and pay for such general liability insurance coverage as will insure the provision of this section and other contractual indemnifications assumed by the Subcontractor in the Subcontract.

After considerable discussion, Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the aforementioned Requests for Permission to Subcontract with

- RJM McQueen
- JL McCool Contractors
- Gulf Pride Paving
- Gulf Coast Solutions

As subcontractors for Moran Hauling for Railroad Crossing Improvements and authorize the Mayor to execute same.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

\*\*\*\*\*

There came on for discussion Tree Ordinance Amendment, whereupon Alderman Frazer suggested an increase of \$100 to the current \$45 application fee for tree removal for arborists services to review questionable trees. No action was taken

\*\*\*\*\*

There came on for discussion surrounding Dumpster Enclosures, whereupon Alderman Brown expressed concern for condition of unenclosed for dumpsters behind businesses. It was determined that Building Official Mike Gundlach would research the current ordinance and enforcement thereof. No action was taken.

\*\*\*\*\*

Mayor Bass discussed his recent trip to Washington D.C. and moving forward with FEMA and harbor repairs. He also reminded the citizens of the ongoing March of the Mayor's and the City's collection of green beans.

\*\*\*\*\*

Based on recommendations of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve personnel matters, as follows:

Police Dept:

- New Hire, Police Officer 1<sup>st</sup> Class Lloyd Craft, PS-9-B, effective March 1, 2025

Fire Dept:

- Resignation, Firefighter Austin Allen, FS-9-I, effective February 24, 2025
- Promotion, Lieutenant Tyler Slocum, FS-12-V, effective February 16, 2025

Building Dept:

- Education Pay, Zoning Enforcement Officer William Dale Stogner, Bachelor's Degree, effective February 16, 2025

Library:

- Step Increase, Reference Librarian Shannon Bennett, CSA-4-XV, effective March 1, 2025

Municipal Court:

- Resignation, Deputy Court Clerk Mary Coludrovich, effective February 28, 2025

\*\*\*\*\*

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to accept the January 2025 Revenue/Expense Report, as submitted.

\*\*\*\*\*

Minutes of February 18, 2025
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following Letter Agreement with Genetec Cloud Services for License Plate Reader, and authorize the Mayor to execute same:

Genetec
Global Headquarters
Genetec Inc.
2280 Alfred Nobel Blvd
Montreal, Quebec, H4S 2A4
Canada
T: +1 514.332.4000
F: +1 514.332.1692

February 10, 2025

Long Beach Police Department
201 Alexander Road, Long Beach, MS 39560
USA

Genetec Cloud Services for License Plate Reader

The purpose of this Letter Agreement (the "Letter Agreement") is to set forth the understanding of Long Beach Police Department (the Agency) with a principal place of business at 201 Alexander Road and Genetec Inc. ("Genetec") with its principal place of business at 2280 Alfred Nobel Blvd. Montreal, Quebec, H4S 2A4 Canada, regarding Agency's use of Genetec's Cloud Services (the "Services"), in support of Agency's License Plate Reader ("LPR") program (the "LPR Program"), purchased by Agency through an authorized Genetec reseller ("Reseller") as per the Reseller's quote and order process which is subject to the purchase agreement between Agency and Reseller.

NOW THEREFORE, the parties agree as follows:

- 1. This Letter Agreement will be effective from the date of last signature below (the "Effective Date").
2. All capitalized terms not otherwise defined in this Letter Agreement will have the same meaning as provided for in the Genetec Terms of Service (the "Terms of Service") found at https://www.genetec.com/legal/tos.
3. The Parties agree that they are bound by the Terms of Service and that it shall not be modified except by as expressly written by the parties to this Letter Agreement and only insofar as it relates to LPR.
4. Responsibilities of Agency:
a) Provide a copy of this Letter Agreement between the Agency and Genetec for review.
b) Notify the Mississippi Department of Public Safety ("MS-DPS") of any data breach once found.
c) Notify the MS-DPS of any change in the Terms of Service or this Letter Agreement or termination of service with Genetec.
5. Responsibilities of Genetec:
a) Upload the agency provided National Crime Information Center ("NCIC") list into the agency's Cloudrunner Tenant.
6. Responsibilities of both Agency and Genetec:
a) The parties must be aware and adhere to any applicable state and federal requirements including the need to update their local databases as FBI updates become available, ensuring that those numbers deleted from the originating system(s) are also deleted from all local databases.
b) The transmission and storage of National Crime Information Center ("NCIC") information will comply with any relevant and applicable Criminal Justice Information Services ("CJIS") security policy and all relevant policies and regulations.
7. Each of the parties confirms that except as amended and pursuant hereto, the Terms of Service shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail to the extent required to resolve such conflict.

The parties have caused this Letter Agreement to be duly executed. Each party represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Letter Agreement.

Long Beach Police Department
Authorized Signature
George Bass
Print Name
Mayor, City of Long Beach
Title
Feb. 18 2025
Month/Day/Year
Date

Genetec Inc.
("Genetec")
Authorized Signature
François Touchette
Print Name
VP Legal Affairs - General
Counsel
Title
Month/Day/Year
Date

\*\*\*\*\*

## Minutes of February 18, 2025 Mayor and Board of Aldermen

There came on for discussion Temporary & Permanent Easement Issues at 718 Briarwood Drive for the Parkwood & Briarwood Area Drainage Improvements, whereupon City Engineer David Ball provided the following:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

February 13, 2025

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

**RE: Temporary & Permanent Easement Issues - #718 Briarwood Dr.  
Parkwood & Briarwood Area Drainage Improvements**

Ladies and Gentlemen:

On the referenced project, the existing drainage culvert presumably constructed during the development of the subdivision is outside of the platted utility easement, and is located very close to the home at 718 Briarwood Dr., owned by Ms. Carricka Thomas. We have attached a view of our construction plans in this area, wherein you can see that the existing culvert is aligned very near her house, but we propose to abandon that culvert in-place via grout filling and to realign the drainage system into the platted utility easement via a short angled segment of pipe. We chose this alignment in order to avoid significant public disruption required to relocate existing power lines & fiber optic communication lines.

We have met with Ms. Thomas and discussed the issues on-site, pointing out the intended plan. Based on that conversation, we prepared a proposed permanent (for the new culvert alignment) and temporary easement (to allow the abandonment of the existing culvert) and sent that to Ms. Thomas for her review and signature. Her response after some time was that her attorney advised that she should sell the easements to the City at fair market value.

We have a few comments to inform the City's decision on a way forward in this matter:

1. This condition apparently has existed since the development of the subdivision, before the City even annexed in this area.
2. We could remove this section of replacement entirely, but it will leave a failing culvert in place very near a home.
3. We could re-design the drainage alignment, with some difficulties:
  - a. A realignment will cause some public impact while existing utilities are relocated to allow construction of the new culvert to proceed. There may also be costs associated with the 3<sup>rd</sup>-party utilities relocation efforts.
  - b. Realigning our design will leave the existing culvert very near Ms. Thomas's home. There is already evidence of joint failures in their yard. We believe that an abandonment of the existing pipe where it crosses into public land (either right-of-way or platted easement) is not nearly as beneficial as a full abandonment of the entire length which will require a temporary easement.
4. We believe that our original plan is in the best interest of the City and the homeowner. It provide a reasonable alignment of the new culvert and abandons the existing, failing culvert near the Thomas home. Per the current Thomas stance, this will require the purchase of easements.

Biloxi | Long Beach | Pascagoula | Daphne



**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Please provide instruction on the course that the City desires to take to resolve this issue. We will assist or proceed as directed.

Sincerely



David Ball, P.E.

DB:1318/1320

After further discussion, it was the consensus of the Mayor and Board to direct the City Attorney to discuss easement purchase with Ms. Thomas's attorney.

\*\*\*\*\*

# Minutes of February 18, 2025 Mayor and Board of Aldermen

There came on for discussion Easement Obstructions – Trees & Shrubs for the Parkwood & Briarwood Area Drainage Improvements, whereupon City Engineer David Ball provided the following:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

February 13, 2025

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

**RE: Easement Obstructions – Trees & Sheds  
Parkwood & Briarwood Area Drainage Improvements**

Ladies and Gentlemen:

On the referenced project, there are several obstructions in the existing drainage easements which we don't think will be able to remain in place during the construction of the project, which is for the replacement of critically failing drainage infrastructure. Specifically, we note:

1. There are some fairly large trees that will require removal in order for the proposed improvements to be completed. Although we don't believe any trees requiring removal are live oaks or magnolias, we do note that these trees are rooted within our easement. Our bid documents encourage the Contractor to save every tree possible, but we firmly believe that some will require removal. Currently, our bid documents are structured to compensate the Contractor for removal of trees above 8" in diameter. Obstructing trees smaller in diameter are absorbed costs.
2. In addition to the trees, there are some sheds installed or constructed in some of the easements that will also obstruct construction. In order to rectify this condition, a homeowner could relocate or demolish the shed, or the City could compensate the Contractor to do so after coordination with the homeowner.

We suggest that the best way forward on both of the above issues is for the City to issue an official letter to the relevant homeowners, perhaps via the City Attorney. Our recommendation is to notify homeowners of coming removal of obstructing trees, but to request or direct homeowners to remove the obstructing sheds. Otherwise, we will be under construction with a contractor mobilized and ready to proceed, but delayed by decisions on these issues. If the City deems this as the appropriate course forward, we will work with the City Attorney on a list of addresses and the concern at each location.

Sincerely  
  
David Ball, P.E.

DB:1318/1320

Biloxi | Long Beach | Pascagoula | Daphne

O:\1318 - LB Parkwood Drainage ARPA-MCWI\20250213 1318&1320 trees & sheds.docx

Page 1/1

After further discussion, Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to direct the City Attorney and Building Official to draft letters to homeowners whose property is located within the city's easement regarding removing or relocating structures.

\*\*\*\*\*

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

Based on the following memo from City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement of Parkwood & Briarwood Area Drainage Improvements, Magnolia-Dearman Area Drainage Improvements and Park Row Area Drainage Improvements:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

February 13, 2025

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

**RE: Parkwood & Briarwood Area Drainage Improvements  
Magnolia-Dearman Area Drainage Improvements  
Park Row Area Drainage Improvements**

Ladies and Gentlemen:

As noted in early December, our bids for the referenced ARPA/MCWI projects were much higher than anticipated and higher than the budgeted funds. We suspected that the significantly higher prices (60-100% over budget) was due to the large number of jobs bidding at that time and the work load on various contractors. At that time, we suggested that we could hold off bidding until advised by local contractors that a more favorable bid environment exists.

To that end, we suggest that the Board authorize us now to re-bid the referenced projects with bids to be received likely in April 2025. If that is acceptable, we will prepare the rebid documents and work with the City Clerk to finalize the bid schedule and proceed.

Sincerely,

David Ball, P.E.

DB:1318, 1319, 1320, & 1321

\*\*\*\*\*

## Minutes of February 18, 2025 Mayor and Board of Aldermen

There came on for discussion 2023 Paving Plan, whereupon City Engineer David Ball provided the following:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

February 14, 2025

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

**RE: 2023 Paving Plan  
Summary of Budget & Status**

Ladies and Gentlemen:

At the previous meeting, we offered an update on the status of the project budget along with the status of completion. The Board then requested that we provided estimates of a few additional roads along with some revised estimates. To that end, the below is a recitation of the information previously provided with modifications per the City's request:

1. **Completed (\$88,141):** Southern Beatline overlay (including striping)
2. **Completed (\$212,852):** Commission overlay – Daugherty to Klondyke (including striping)
3. **Completed (\$281,892):** Pineville widening & overlay – Beatline to Espy
4. **PO Issued (\$206,260):** Pineville overlay – Five Points to Railroad
5. **PO Issued (\$54,082):** N. Island View overlay
6. **Recommend Award (\$38,570):** Pineville Rd. striping – Beatline to Espy
7. **Recommend Award (\$41,700):** Jeff Davis striping
8. **Engineering & Inspection (\$55,093):** on all the above
9. **Recommend - Striping (\$50,000):** Pineville - Five Points to Railroad
10. **Recommend – Overlay w/striping (\$78,200):** Pineville – Clower to Royal (including striping)
11. **Recommend – Overlay (\$100,000):** Gates – Allen to Old Pass
12. **Recommend – Overlay (\$58,000):** Larosa – Five Points to Klondyke
13. **Recommend – Overlay (\$181,100):** Lovers Lane – Beatline to Daugherty
14. **Recommend – Overlay (\$130,300):** Mitchell – Pineville to Lovers Lane
15. **Possible - Striping (\$23,200):** Gates – Allen to Old Pass
16. **Possible - Striping (\$11,400):** Larosa – Five Points to Klondyke
17. **Possible - Striping (\$35,000):** Lovers Lane – Beatline to Daugherty
18. **Possible - Striping (\$17,800):** Mitchell – Pineville to Lovers Lane

To date, the funds expended or recommended for award total to \$978,590. The additional recommended amounts total to an additional \$602,600. The possible items of work are relative to striping on roads which do not currently have striping, and tally to an estimated total of \$87,400. All total, for work already performed or obligated, and our recommendations, and the possible striping, the total estimated cost of all is \$1,670,000. The City's original budget for the 2023 paving was approximately \$1,490,000; however, we understand the City has received additional funding for road repairs since then, so we aren't aware of the total of available funds for all of this work.

From a service perspective, we do not think striping is necessarily required, but we all recognize that striping a road leads to increased safety. We have not yet begun to stripe any of our minor roads after an overlay, having only striped our major, busier roads after an overlay. However, if the

Biloxi | Long Beach | Pascagoula | Daphne

O:\1271 - LB Paving 2023\20250214 2023 Paving Plan - Budget Summary rev2.docx

Page 1/2

City desires to begin striping each road after an overlay, we can do that moving forward and have offered our estimates of the roads currently under consideration.

We are ready to provide any further information necessary to facilitate your decisions on the way forward to complete this project. Please advise on how we should proceed.

Sincerely,

David Ball, P.E.

DB:1271  
Attachment

After further discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the foregoing plan with the exception of items #15, #16, #17 and 18.

Minutes of February 18, 2025
Mayor and Board of Aldermen

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract Security Services for Municipal Court and authorize the Mayor to execute same:



SWETMAN SECURITY SERVICES, INC.
Service Authorization

Date: January 10, 2025

1. BILLING INFORMATION

City of Long Beach
Full Name of Client
201 Jeff Davis Ave
Street Address
Long Beach, MS 39560
City, State, Zip

2. JOB LOCATION

City of Long Beach
City Court
201 Jeff Davis Ave, Long Beach, MS 39560

3. City of Long Beach - Emma Ward
Service Authorized By

4. Screening / Security
Type of Service

5. 228-865-7840 x 6957
Telephone

6. One Year from Signed Contract
Estimated Completion Date

7. February 1, 2025
Starting Date

8. BILLING RATE AUTHORIZATION
Rate per guard hour \$ 20.95
Credit application attached? [ ] Yes [X] No
Work order attached? [ ] Yes [X] No
x Due upon receipt
Paid in advance
Retainer

9. SCHEDULE OF SERVICE
Court schedule as provided by the City of Long Beach

10. EMERGENCY NAMES & PHONE #'S

11. DUTIES TO BE PERFORMED
Screening / Security at City Court for the City of Long Beach

The services furnished by Swetman Security Service February 1, 2025 and shall continue indefinitely until otherwise notified hereunder shall commence of cancellation. Date

Client agrees that it will not employ directly or indirectly any person who has been employed by Swetman Security Service within 160 (One Hundred Sixty) days following the last day on which Swetman Security Service employed such person. Nor shall Client permit any successor guard company to employ any Swetman Security Service employee at the Client's site during such period. Any breach of this provision shall result in a payment of liquidated damages by the Client to Swetman Security Service of Two Thousand Dollars (\$2,000) for each employee so employed to cover the costs incurred by Swetman Security Service in hiring and training said employee.

It is understood and agreed by and between the parties that Swetman Security Service is not an insurer, that insurance, if any, shall be obtained by the CLIENT; Swetman Security Service is being paid hereunder for a guard system designed to deter certain risks of loss and that all amounts being charged hereunder by Swetman Security Service are not sufficient to guarantee that no loss will occur; Swetman Security Service makes no warranty, expressed or implied, that the service supplied will avert or prevent occurrences or the losses therefrom which the service is designed to detect or avert, except that Swetman Security Service, by performance of such service in a good and professional manner, will endeavor to prevent such losses or occurrences. This contract is between CLIENT and Swetman Security Service and therefore Swetman Security Service is not responsible for any third party loss.

CLIENT waives any and all rights to recovery against Swetman Security Service, its officers, agents, servants and employees, for any damage or loss of CLIENT'S property or property of others, consequential or otherwise, in connection with the schedule of security coverage supplied by Swetman Security Service, including said losses or damage occurring as a result of deliberate or negligent acts of Swetman Security Service, its officers, agents, servants or employees.

Client's Signature [Signature] George L. Bass Mayor Date: 2/18/25
Swetman Security Service, Inc. Name and Title Date:

\*\*\*\*\*

Community Affairs Director Courtney Cuevas announced the Long Beach Carnival Association Mardi Gras parade would roll at 6:00 pm, beginning and ending at the high school and Arbor Day Celebration would be on Thursday, February 20, 2025 at Greenvale.

\*\*\*\*\*

The Mayor recognized the City Attorney for his report, whereupon no action was required or necessary.

**Minutes of February 18, 2025  
Mayor and Board of Aldermen**

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to recess until 5:00 pm, Wednesday, March 5, 2025 due to Mardi Gras.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Patrick Bennett, Ward 1

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Angie Johnson, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mike Brown, Ward 5

\_\_\_\_\_  
Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk