

**Minutes of November 4, 2025
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF NOVEMBER 4, 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**
 - 1. 1308 Wisteria Lane; assessed to Jennifer Brooks & Michael Katchens
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – COPD Awareness Month
 - 2. Proclamation – Small Business Saturday
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. October 21, 2025 – Regular and Executive
 - 2. PLANNING COMMISSION
 - a. October 23, 2025 – Regular
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 110425
- X. UNFINISHED BUSINESS**
 - 1. Harbor AC
 - 2. Contract – Tyler Technologies; Water Department E-billing
- XI. NEW BUSINESS**
 - 1. Special Events Application – Bikin' the Beach 2026 Festival; Jennuwine Entertainment, LLC
 - 2. Special Events Application – Coast Cares Foundation; Angie Johnson
 - 3. Special Events Application – King Cake Krawl 5K; Carnival Association of Long Beach
 - 4. Special Events Application – Parade Central; Carnival Association of Long Beach
 - 5. Special Events Application- Jeep-A-Gras Beach Crawl; Carnival Association of Long Beach
 - 6. Special Events Application- Jeep-A-Gras; Carnival Association of Long Beach
 - 7. First Baptist Church – Rescheduled Special Event; Fall Festival
 - 8. Certification of Completion – Court Clerk; Kyra Williams
 - 9. Resolution – Equal Steps Veterans Home
 - 10. Contract – Artisan Pyrotechnic, INC
 - 11. Discussion – 100 LaRosa Road; Alderman Allen
 - 12. Appoint – Economic Development Committee; Alderman Allen
 - 13. Discussion – Short Term Rental Committee; Alderman Giuffria
 - 14. Request – Sea Santa Sail-a-Bration Sponsorship; Main Street & Chamber of Commerce
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. City Clerk's Office – Step Increase (1)
 - b. Fire Department – Lateral Transfer (1)
 - c. Police Department – Step Increase (10); Resignation (1)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Letter of Commendation – Officer Branning & Officer Zacharias
 - b. Letter of Commendation – Detective Wesley McNeece
 - 6. ENGINEERING
 - a. Intersection Improvements at West Railroad & Jeff Davis
 - b. 2025 Master Service Agreement
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 11. HARBOR
 - 12. COMMUNITY AFFAIRS
 - a. Event Banners
 - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Be it remembered that one public hearing 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 first Tuesday in November, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq. There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 1308 Wisteria Lane, Long Beach, MS, and assessed to Jennifer Brooks and Michael Katchens is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Clerk for her report, whereupon Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that the Notice of Hearing was sent to Jennifer Brooks and Michael Katchens, 2790 Meadowbrook Drive, Horn Lake, MS 38637, and posted on the subject property 1308 Wisteria Lane, Long Beach MS on October 10, 2025. Said notice was returned to sender on October 23, 2025.

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10/30/25, 2:21 PM

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USPS Tracking®

FAQs >

Tracking Number:

9171999991703763599933

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Your item has been delivered to the original sender at 11:34 am on October 23, 2025 in LONG BEACH, MS 39560.

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Delivered

Delivered, To Original Sender

LONG BEACH, MS 39560

October 23, 2025, 11:34 am

Available for Pickup

LONG BEACH

200 KLONDYKE RD

LONG BEACH MS 39560-9998

M-F 0630-1730; SAT 0630-1700

October 23, 2025, 8:58 am

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

October 22, 2025, 1:19 pm

In Transit to Next Facility

October 21, 2025

Addressee Unknown

HORN LAKE, MS 38637

Feedback

https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tlc=2&text26777=&tlLabels=9171999991703763599933%2C&tAbt=false

1/2

10/30/25, 2:21 PM

USPS.com® - USPS Tracking® Results

October 14, 2025, 1:09 pm

Arrived at USPS Regional Facility

MEMPHIS TN DISTRIBUTION CENTER

October 12, 2025, 11:10 pm

Arrived at USPS Regional Facility

GULFPORT MS DISTRIBUTION CENTER

October 11, 2025, 8:18 am

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Text & Email Updates

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Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

➤ The Clerk submitted photographs of 1308 Wisteria Lane, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 4, 2025, depicting subject property in its present condition; said photographs are as follows:

M.B. 110
11.04.25 Reg/Public Hearing

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1808 WISTONIA LANE 11/04/2025



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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

- 1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;
- 2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;
- 3. That on October 10, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 1308 Wisteria Lane (Tax Map Parcel 0511K-02-024.00), Long Beach, Mississippi, assessed to Jennifer Brooks and Michael Katchens, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on November 4, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for November 4, 2025.

This the 4th day of November, 2025.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 4th day of November 2025.


NOTARY PUBLIC



The Mayor asked for anyone in favor or opposition and no one came forward.

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There being no further discussion, Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to close the public hearing and take official action as follows:

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There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 4th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach finds, determines, and adjudicates, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 1368 Wisteria Lane, Long Beach, Mississippi (Map Parcel #0511k-02-024.00) assessed to Jennifer Brooks and Michael Katchens.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled; and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Alderman Frazer made motion seconded by Alderman Bonds to adopt the foregoing resolution; and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Guffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	voted	Aye
Alderman Pete McGoe	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 4th day of November 2025.

APPROVED:

Timothy F. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

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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 first Tuesday in November, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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

Mayor Pierce proclaimed November as Chronic Obstructive Pulmonary Disease (COPD) awareness month.

Mayor Pierce proclaimed Saturday November 29, 2025, as Small Business Saturday and urged the residents of our community and communities across the country to support small business and merchants.

Alderman Giuffria made motion seconded by Alderman Frazer and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated October 21st, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Giuffria and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated October 23rd, 2025, as submitted.

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Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve payment of invoice listed on Docket of Claims number 110425, as submitted.

Alderman Bennett made motion seconded by Alderman Giuffria and unanimously carried to award the Harbor Master Building AC project to Robinson Homes, LLC as stated in the following quote:

10/15/25, 7:21 PM

Invoice Template

Robinson Homes LLC
21871 West Worham Road
Saucier, Ms. 39574
228-380-1618

Estimate

To David Falke
Harbor Master Office
Long Beach, Ms. 39560

Estimate Number 20251015
Estimate Date 10/15/2025

Item	Description	Unit Price	Quantity	Subtotal
Removal	Removal and disposal of old HVAC Systems no longer needed.	0.00	0	0.00
Rheem/Rudd	RH2TZ417STANNU 2 Stage Constant Torque Air Handler R08H17Z4A10JB 10KW Heat Kit WFPU17Z24JC Breeze 2 Ton Side Discharge	0.00	0	0.00
Complete	2 Ton complete HVAC System Installation. Add return grill in both offices. Add 1-5" supply to both offices. Add 1-4" supply into electrical room, equipment room and elevator lobby. Add 1-5" supply grill in both men's and women's bathrooms. Outside condenser will be side discharge to fit existing platform.	7,490	1	7,490
Total				\$7,490

Price is good for 30 days from estimate date.

It came on for discussion the contract for the water department e-billing with Tyler Technologies. After continued discussion Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to approve the following contract and authorize the Mayor to execute same:

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Quoted By:	Brad Reed
Quote Expiration:	01/07/26
Quote Name:	City of Long Beach - EERP - Resident Access
Quote Description:	Resident Access w/ Tyler Payments
SaaS Term	1.00

Sales Quotation For:
LONG BEACH, MS CITY OF
ATTN: ACCOUNTING
LONG BEACH MS 39560

Shipping Address:
City of Long Beach
201 Jeff Davis Ave
Long Beach MS 39560-0929

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue			
Resident Access	1	24	\$ 2,200.00
TOTAL		24	\$ 2,200.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 155.00	\$ 0.00	\$ 620.00	\$ 0.00
Remote Implementation	24	\$ 155.00	\$ 0.00	\$ 3,720.00	\$ 0.00
TOTAL				\$ 4,340.00	\$ 0.00

Payments

Payments	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVT
Payments - Payer Card Cost - Service Fees									
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Enterprise ERP Payments				
Utility Billing	3.95%	\$ 2.50	X	X
Payments - Other Fees				
Payer eCheck Cost	\$ 1.95			
Credit Card Chargebacks	\$ 15.00			
eCheck Rejects	\$ 5.00			

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g. bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payer eCheck Cost	Per electronic check transaction.
Payments	Your use of Payments and any related Items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	1	\$ 529.00	\$ 0.00	\$ 529.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 529.00			\$ 180.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 2,200.00
Total Tyler Services	\$ 4,340.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 529.00	\$ 180.00
Summary Total	\$ 4,869.00	\$ 2,380.00
Contract Total	\$ 7,249.00	

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Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name: _____

P.O.H.:

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.

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Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

• Expenses associated with onsite services are invoiced as incurred

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees

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shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

true

Alderman Allen made motion seconded by Alderman Giuffria and unanimously carried to approve the following Special Events Application for Bikin’ the Beach 2026 Festival submitted by Jennuwine Entertainment, LLC:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ **Time:** _____ **By:** _____

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: BIKIN' THE BEACH 2026

Please give a brief description of the proposed event:

four-day motorcycle festival featuring a vendor village, live music, charity rides, contests, and family friendly entertainment.

Event Day Date (s): May 14-17, 2026 **Event Time (s):** TBD

Set-Up Date & Time: May 12-13 **Tear-Down Date & Time:** May 17-18

Event Location: ☒ Town Green ☒ Downtown ☐ Other – Public Park or Right of Way

Event Location Description: Same as Jeepin' The Coast

Sponsoring Organization's Legal Name: JENNUWINE ENTERTAINMENT LLC & BIKIN THE BEACH INC

Organization Agent: Jennifer Miller & Jason Stearman

Phone: Jason (361) 230-2423 **Home:** Jenn (601) 213-8729 **Cell:** Office 220-1390 **During Event**

Agent's Address: 156 Camellia St. Biloxi, MS 39531

Agent's E-mail Address: bikinthebeach@gmail.com, jason@coastalnola.com

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

How many years has this event occurred? 1

Adopted by MBOA 03/19/24

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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: _____ 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:

Northwest, and south parking spaces of town green to be designated motorcycle parking

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? 2500 +

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? 15-20

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? ☒ YES NO If yes, how many? 40-50

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

Adopted by MBOA 03/19/24

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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.

10/27/25 _____
Date 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

Adopted by MBOA 03/19/24

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Event Title: Bikin' the Beach 2026 Festival

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: W Recommended Approval: YES NO Est. Economic Impact: \$ 0
Fire Dept: HB Recommended Approval: YES NO Est. Economic Impact: \$ 0
Public Works: MG Recommended Approval: YES NO Est. Economic Impact: \$ _____
Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____
Parks/Rec: PL Recommended Approval: YES NO Est. Economic Impact: \$ _____

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: _____

Adopted by MBOA 03/19/24

Minutes of November 4, 2025
Mayor and Board of Aldermen

****LONG BEACH CITY EVENTS QUICK REFERENCE GUIDE****

MUNICIPAL VENDOR PERMITTING

Ordinance 666

NOISE ORDINANCE

Ordinance 463-A

SIGNS FOR SPECIAL EVENTS

Ordinance 607

- (b) Signs for Special Events. Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

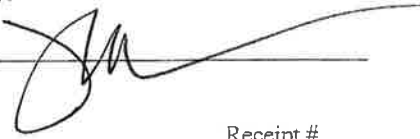
Adopted by MBOA 03/19/24

Minutes of November 4, 2025
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT *Bob Paul*
228.669-7601
TOWN GREEN

Group / Individual Name (Permit tee): Bikin' the Beach Inc / Jennuwine Entertainment LLC
Telephone Number: Jason (361) 230-2423 Jenn (601) 213-8729 Office (228) 220-1390
Home Work Cell
Street Address: 156 Camellia St.
City Biloxi State MS Zip 39531
Type of Event: motorcycle festival
Start Time: Tuesday May 12, 2026 12:00 PM
Closing Time Monday May 18, 2026 5:00 PM
It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
May 12-18, 2026
(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  Date: Oct 30, 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 November 4, 2025
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

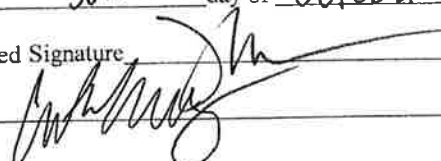
WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Jennifer Miller, do hereby release, acquit and forever discharge the City of Long Beach, 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.

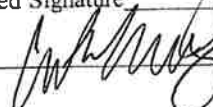
WHEREFORE, PREMISES CONSIDERED:

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 30th day of October, 2025

Authorized Signature 

Witness 

**Minutes of November 4, 2025
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Initial 

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Minutes of November 4, 2025 Mayor and Board of Aldermen

FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

★ **Refunds** – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Initial 

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Minutes of November 4, 2025
Mayor and Board of Aldermen



Bikin' the Beach 2026 Festival Agenda

Festival Dates: May 14 - May 17, 2026

Preparation & Mobilization

Tuesday, May 12, 2026

- . All-day festival preparation and setup

Wednesday, May 13, 2026

- . All-day mobilization and final setup- vendors final setup

Thursday, May 14, 2026

Opening Day

- . 5:30 PM: Opening Ceremonies and Blessing of the Bikes, vendors open
- . 6:00 PM: Parade south down Jefferson Davis Blvd, ending at Long Beach Harbor
- . 7:00 PM - 9:00 PM: Music on the Outdoor Stage

Friday, May 15, 2026

Festival Activities

- . 10:00 AM: Gates Open
- . 10:00 AM - 9:00PM: Wall of Death Show
- . 10:30 AM: Busted Knuckles Stunt Tour
- . 12:00 PM: Bike Show and Contest
- . 2:30 PM: Busted Knuckles Stunt Tour
- . 5:00 PM: Tyron Benoit Band Performance
- . 7:15 PM: Busted Knuckles Stunt Tour
- . 8:00 PM - 10:00 PM: Lonestar Skynyrd Band Performance

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Saturday, May 16, 2026

Legacy Ride & Entertainment

- . 8:00 AM: Real American Heroes Legacy Ride Registration Begins
- . 10:00 AM: Kick Stands Up for Legacy Ride
- . 10:00 AM - 9:00PM: Wall of Death Show
- . 10:30 AM: Busted Knuckles Stunt Tour
- . 12:00 PM: Legacy Ride Returns to Town Green Pavilion
- . 12:30 PM: Presentation of Check to Wounded Warriors of Mississippi (Main Stage)
- . 2:00 PM - 6:00 PM: Grits and Greens Performance (MainStage)
- . 2:30 PM: Busted Knuckles Stunt Tour
- . 7:15 PM: Busted Knuckles Stunt Tour
- . 8:00 PM: Velcro Pygmies Performance



Sunday, May 17, 2026

Closing Day

- . 10:30 AM: Church Service (Main Stage)
- . 12:00 PM: Final Bike Show Awards
- . 4:00 PM: Teardown Begins

Monday, May 18, 2026

Final Demobilization & Cleanup

- . All day: Cleanup and final demobilization

* The Wall of Death will be performed every hour on the hour at The Harrison County Pavilion Parking Lot

* The Busted Knuckles Stunt Tour will be performed at The Harrison County Pavilion Parking Lot

* Additional bike contests and shows TBD

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Alderman McCaffrey made motion seconded by Alderman Allen and unanimously carried to approve the following Special Events Application and fee waiver for Fred Walker Memorial Jingle Bells 5K Race/Run submitted by Coast Cares Foundation:

**Minutes of November 4, 2025
Mayor and Board of Aldermen**



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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: Fred Walker Memorial Jingle Bells 5k Race Run

Please give a brief description of the proposed event:

annual 5k. Money raised goes to Seniors for college or technical school tuition fees.

Event Day (s) & Date (s): Saturday, Dec 6 Event Time (s): 8:00 AM

Set-Up Date & Time: 6:30 AM Tear-Down Date & Time: 12:00 PM

Event Location: ☒ Town Green ☐ Downtown ☐ Other – Public Park or Right of Way

Event Location Description: Corner of 4th & Jeff Davis to Lang Ave & back

Sponsoring Organization's Legal Name: Coast Cares Foundation

Organization Agent: Angie Johnson

Phone: _____ Home: _____ Cell 228 297-9298 During Event

Agent's Address: _____

Agent's E-mail Address: angjohn1155@gmail.com

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

How many years has this event occurred? since 2015

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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: Sat 12/6 7:45 AM Through Date/Time: 9:00 AM

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:

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

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

If yes, what time? _____ Until _____

ATTENDANCE: What is expected (estimated) attendance for this event? 250-300

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities 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 in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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

Police to secure route & barricades
or we can use volunteers

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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 or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

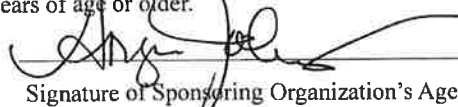
All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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.

10/20/25
Date


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 November 4, 2025
Mayor and Board of Aldermen

Event Title: Fred Walker
Tupac Bell SK Race Walk

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: ML Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: ML Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: ML Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: ML Recommended Approval: YES NO Est. Economic Impact: \$ _____

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 November 4, 2025 Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT *Bob Paul*
228.669.7601
TOWN GREEN

Group / Individual Name (Permit tee): Coast Cares Foundation (501c3)
Telephone Number: 228 297-9298
Home Work Cell
Street Address: _____
City: _____ State: _____ Zip: _____
Type of Event: Annual 5k Race/Run
Start Time: 8:00 AM Setup 6:30 AM
Closing Time: 12:00 PM
It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on Saturday, Dec 14, 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 shoos-ly.

Signature *[Signature]* Date: 10/20/25
Rental Fee \$ _____ Receipt # _____ Date _____
Deposit Fee \$ _____ Receipt # _____ Date _____
Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of November 4, 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 3rd Street, I Angie Johnson, do 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 20 day of October, 2025.

Authorized Signature

Witness

We are requesting any fees be waived as give back the money to our community.

Minutes of November 4, 2025
Mayor and Board of Aldermen

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Initial 

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Minutes of November 4, 2025 Mayor and Board of Aldermen

FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

★ **Refunds** – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Initial 

Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve the following Special Events Application for King Cake Krawl 5K submitted by Carnival Association of Long Beach:


Long Beach City
SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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: King Cake Krawl 5K

Please give a brief description of the proposed event:
5K race on the certified 5K route to start and finish at Town Green.

Event Day Date (s): Saturday 1/10/26 Event Time (s): 7:00 or 8:00 am (hrs)

Set-Up Date & Time: 6:00 am Tear-Down Date & Time: 12 pm

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

Event Location Description: Official 5K route

Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Agent: Ryan McMahon

Phone: 661-5779 Home: Same Cell: Same During Event

Agent's Address: 5163 Mitchell Rd. Long Beach, MS 39560

Agent's E-mail Address: ryan.mcmahon@puckettpower.com

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

How many years has this event occurred? This is the first year, although CALB did an annual 5K years ago.

Minutes of November 4, 2025
Mayor and Board of Aldermen

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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: _____ 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:

VENDORS: Food Concessions? YES ☒ 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? 200

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? _____

We can if needed.
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

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.)

Street Closures, Police Department Assistance

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.

Date

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

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Mayor and Board of Aldermen

Event Title: King Cake Krawl SK

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: WJ Recommended Approval: YES NO Est. Economic Impact: \$ 4

Fire Dept: BL Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: ML Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: RL Recommended Approval: YES NO Est. Economic Impact: \$ _____

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: _____

Alderman Bennett made motion seconded by Alderman Giuffria and
unanimously carried to approve the following Special Events Application Parade
Central submitted by Carnival Association of Long Beach:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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: Parade Central

Please give a brief description of the proposed event:

This will be a pre-event before the Long Beach Mardi Gras Parade with vendors on town green.

Event Day (s) & Date (s): Saturday, Feb. 7th 2026 Event Time (s): _____

Set-Up Date & Time: 7am Tear-Down Date & Time: 5pm

Event Location: ☒ Town Green ☐ Downtown ☐ Other – Public Park or Right of Way

Event Location Description: TOWN GREEN

Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Agent: Kelle Ryan Parker

Phone: (228) 223-1270 Home: _____ Cell: (228) 223-1270 During Event

Agent's Address: 103 Pine Cove Long Beach, MS

Agent's E-mail Address: kelle@chuckryan.org

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

How many years has this event occurred? 2

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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: _____ 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:

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

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

If yes, what time? _____ Until _____

ATTENDANCE: What is expected (estimated) attendance for this event? 200

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities 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 in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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

N/A

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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 or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, 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, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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.

10-31-25

Date

[Signature]

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

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Event Title: Parade Central

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: MC Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: PH Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: MC Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: PH Recommended Approval: YES NO Est. Economic Impact: \$ _____

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: _____

Alderman McGoey made motion seconded by Alderman Giuffria and
unanimously carried to approve the following Special Events Application Jeep-A-Gras
Beach Crawl submitted by Carnival Association of Long Beach:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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: Jeep-A-Gras Beach Crawl

Please give a brief description of the proposed event:

Jeeps will ride down the sand beach
on a predetermined route. *Requesting assistance
 with traffic control*

Event Day (s) & Date (s): Saturday 1/10/20 Event Time (s): _____

Set-Up Date & Time: 7am Tear-Down Date & Time: 4pm

Event Location: ☐ Town Green ☐ Downtown ☒ Other – Public Park or Right of Way

Event Location Description: Sand Beach in Long Beach

Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Agent: Kelle Ryan Parker

Phone: (228) 223-1270 Home: _____ Cell: (228) 223-1270 During Event

Agent's Address: 103 Pine Cove Long Beach, MS

Agent's E-mail Address: Kelle@chuckryan.com

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

How many years has this event occurred?

Approx. 3-4

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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: _____ 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:

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

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

If yes, what time? _____ Until _____

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

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

If yes, you must obtain a permit through the Building/Permit Department.

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

If yes, how many? 8

As an event organizer, you must consider the availability of restroom facilities 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 in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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

Requesting police assistance with
traffic control.

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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 or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, 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, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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.

10-31-25

Date

[Signature]

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

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Event Title: Jeep-A-Gras Beach Crawl

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: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$

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: _____

Alderman McCaffrey made motion seconded by Alderman Bonds and unanimously carried to approve the following Special Events Application Jeep-A-Gras Parade submitted by Carnival Association of Long Beach:

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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: Jeep-A-Gras

Please give a brief description of the proposed event:

Annual Jeep-A-Gras parade

Event Day Date (s): Saturday 1/10/26 Event Time (s): 6:00 pm

Set-Up Date & Time: 4:00 pm Tear-Down Date & Time: 7:00 pm

Event Location: ☐ Town Green ☐ Downtown ☒ Other – Public Park or Right of Way

Event Location Description: Annual Jeep-A-Gras Parade

Cleveland to Railroad to Jeff Davis
 Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Agent: Kelle Ryan Parker

Phone: 228-223-1270 Home: _____ Cell: 228-223-1270 During Event

Agent's Address: 103 Pine Cove Long Beach, MS

Agent's E-mail Address: kelle@chuckryancars.com

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

How many years has this event occurred? 5

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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: _____ 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:

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? _____

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? 8

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

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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.)

Street Closures and Police Dept.
Assistance

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.

10-31-25
Date
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

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Event Title: Jeep A Gras

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: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 1
Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0
Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ _____
Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____
Parks/Rec: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ _____

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: _____

Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to accept the rescheduled and change Special Event submitted by First Baptist for their Trunk or Treat to a Fall Festival set for Saturday, November 8th, 2025.

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Alderman McCaffrey made motion seconded by Alderman Bonds and
unanimously carried to accept the Certification of Completion for Court Clerk Kyra
Williams and to spread in the minutes as follows:



Minutes of November 4, 2025 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 4th day of November, 2025, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**A RESOLUTION OF THE CITY OF LONG BEACH, (the CITY) REQUESTING SUCH
FEDERAL, STATE AND LOCAL SUPPORT AND RESOURCES FOR DISPLACED
VETERANS AND RESIDENTS OF EQUAL STEPS VETERANS HOME.**

WHEREAS, Equal Steps Veterans Home operated a residential living facility for veterans within the city of Long Beach, Mississippi; and

WHEREAS, that through no fault of the residents, the facility closed its business after the arrest of its owner, Nekole Predium; and

WHEREAS, the Department of Housing and Urban Development and other Federal, State and local agencies have the resources and lawful authority to assist displaced veterans with housing and essential needs; and

WHEREAS, the City of Long Beach recognizes the service, contributions and sacrifices of veterans to the City of Long Beach, the State of Mississippi and the United States of America; and

WHEREAS, the City requests the expedited assistance of the Department of Housing and Urban Development, Federal, State and local authorities to provide such housing and other essential needs as authorized and allowed by law.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Long Beach, as follows:

SECTION 1. That the City has determined it is in the best interest of the City to request the expedited assistance of the Department of Housing and Urban Development as well as other Federal, State and local agencies to provide such housing and other essential needs as authorized and allowed by law to displaced veterans of the Equal Steps Veterans Home.

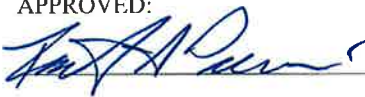
Alderman Frazer made a motion to adopt, seconded by Alderman McCaffrey the adoption of the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

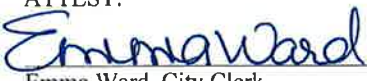
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Alderman Bennett	voted	Aye
Alderman McGoey	voted	Aye
Alderman Frazier	voted	Aye
Alderman McCaffrey	voted	Aye
Alderman Allen	voted	Aye
Alderman Giuffria	voted	Aye
Alderman Bonds	voted	Aye

This motion to adopt the Resolution, having received the vote shown above was therefore declared carried.

This the 4th day of November, 2025.

APPROVED:

Timothy I. Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

Alderman Frazer made motion seconded by McCaffery and unanimously carried to approve the contract with Artisan Pyrotechnic, INC as follows and authorize Mayor to execute same:

ARTISAN PYROTECHNICS, INC.
Pyrotechnic Contract

- 1) THIS AGREEMENT entered into this 27th of October, 2025 by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN" and City of Long Beach; Tim Pierce hereinafter referred to as "PURCHASER".
- 2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on June 27, 2026 at or near the beach across from Jeff Davis Ave. Long Beach.
- 3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. IF PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.
- 4) PURCHASER shall pay to ARTISAN the sum of TEN THOUSAND Dollars (\$10,000.00). Full final payment is due on or by June 27, 2026. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.
- 5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 180 days of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.
- 6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.
- 7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording shall give credit to Artisan Pyrotechnics, Inc. and clearly listed.

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8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, First class, addressed as follows:

ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

PURCHASER - City of Long Beach, 201 Jeff Davis Ave Long Beach, MS 39560.

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 27th day of October, 2025.

_____, Title President.
ARTISAN PYROTECHNICS, INC.

 _____ Title MAYOR
PURCHASER

It came on for discussion the property located at 100 LaRosa Road. Alderman Allen wanted to let the citizens of Long Beach know that he is working to meet with the owners and work on a plan to clean the property. He further explained that the Zoning Enforcement Officer Dale Stogner had sent a letter to the owners on the state of the property and that they would have 14 days to comply with bringing the property into compliance with the city ordinance. Alderman McGoey also spoke about the state of the property and said that he would like to see it cleaned and if not that the city should move forward with public hearing and adjudication. No action was taken

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Alderman Allen made motion seconded by Alderman Bennett and unanimously carried to appoint Dywana Sawyer to the Economic Development Committee.

Alderman Giuffria made motion seconded by Bennett and unanimously carried to appoint Melinda Menasco Martin to the Short-Term Rental Committee.

Alderman McCaffrey made motion seconded by Allen and unanimously carried to approve the request for \$3,000 sponsorship for the Sea Santa Sail-a-Bration along with Main Street and Chamber of Commerce.

Based on the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Bennett made motion seconded by Alderman Bonds and unanimously carried to approve personnel changes as follows:

- Step Increase: Comptroller Kini Gonsoulin; CSA-11-XIII; effective 11/01/25.
- Lateral Transfer: Firefighter Matthew Wade; FS-9-II; effective 11/15/25.
- Step Increase: Police Records Clerk Debbie Korte; CSA-3-XXII; effective 12/16/25.
- Step Increase: Police Officer Haley Breaux; PS-9-VI; effective 11/16/25.
- Step Increase: Police Officer Sandy Dyes; PS-9-VI; effective 11/01/25.
- Step Increase: Police Officer Eddie Zacharias; PS-9-VI; effective 11/16/25.
- Step Increase: Police Officer Faith Smith; PS-9-II; effective 12/01/25.
- Step Increase: Police Officer Nathaniel Stirrat; PS-9-VIII; effective 11/01/25.
- Step Increase: Police Dispatcher Hunter Knight; PS-3-I; effective 12/01/25.
- Step Increase: Police Dispatcher Michael Scheid; PS-3-I; effective 12/01/25.
- Step Increase: Police Dispatcher Bailey Jones; PS-3-IV; effective 11/01/25.
- Step Increase: Police Evidence Tech John Buza; CSA-6-I; effective 12/16/25.
- Resignation: Police Officer Collin Holt; PS-9-B; effective 10/14/25.

It came on for discussion, at the request of Community Affairs Director Courtney Cuevas-Welch placing event banners for Twice as Nice Resale in City right of ways.

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Alderman McGoey recused himself from the discussion. After a brief discussion Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to allow the signs to be placed in the city's right of way.

*

*

Alderman McGoey rejoined the meeting at this time.

Alderman McGoey made motion seconded by Alderman Bonds and unanimously carried to have the letters of commendation for Officer Amanda Branning, Officer Wil Zacharias and Detective Wesley McNeesce placed in their personnel files.

Based on the recommendation of City Engineer David Ball, Alderman Frazer made motion seconded by Alderman McCaffrey to approve the following contract with Overstreet and Associates for intersection Improvement at West Railroad and Jeff Davis Avenue upon MDOT concurrence:

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575



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

October 29, 2025

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

**RE: Intersection Improvements at West Railroad Street & Jeff Davis Avenue
STP-0295-00(030)LPA/109850-711000**

Ladies and Gentlemen:

Please find attached three copies of the proposed contract for design phase services for the above referenced intersection project. This proposed project will improve the intersection of Railroad Street and Jeff Davis Avenue.

As this is a MDOT LPA project, below are the actions that need to be followed:

1. Please review the attached contract, but **do not** sign the contract at this time.
2. If the Contract is acceptable, please send the three copies of the partially executed contract and a letter signed by the City requesting MDOT concurrence to the MDOT LPA Engineer.
3. After MDOT has reviewed the partially executed contract, MDOT will send two copies of the contract to the City for execution.

Sincerely,


Grady J. Martin IV, P.E.

DB:1373

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ESC
Rev. 08/28/04 (Base)
Rev. 04/05/24 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT
Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
STP-0295-00(030)LPA/109850-711000
Harrison County

This CONTRACT, is made and entered into by and between the *City of Long Beach*, a body Politic of the State of Mississippi (the "LPA"), and, *Overstreet & Associates* (the "CONSULTANT"), a/an PLLC, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *161 Lameuse Street, Suite 203, Biloxi, MS 39530*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of the design of intersection improvements at the intersection of West Railroad Street and Jeff Davis Avenue, as provided for in STP-0295-00(030)LPA/109850-711000, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until June 30, 2027, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

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ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, 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 LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, 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.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

IF SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

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E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

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errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

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The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

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of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

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Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

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all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Harrison* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Harrison* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

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eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

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ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Mayor Timothy I. Pierce
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: 228-863-1554
Fax: 228-865-0822
mayor@longbeachms.gov

For Technical Matters:
Mayor Timothy I. Pierce
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: 228-863-1554
Fax: 228-865-0822
mayor@longbeachms.gov

CONSULTANT:

For Contractual Matters:
F. Jason Overstreet, P.E.
Overstreet & Associates, PLLS
161 Lameuse Street, Suite 203
Biloxi, MS 39530
Phone: 228-967-7137
Fax: N/A
jason@overstreeteng.com

For Technical Matters:
David Ball, P.E.
Overstreet & Associates, PLLC
161 Lameuse Street, Suite 203
Biloxi, MS 39530
Phone: 228-967-7137
Fax: N/A
david@overstreeteng.com

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers and Surveyors:

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers and Surveyors:

P.E. # 18601
 Surveyor # _____

P.E. # 16546
 Surveyor # _____

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Long Beach

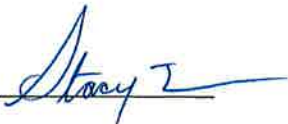
Mayor Timothy I. Pierce

WITNESS this my signature in execution hereof, this the 29th day of OCTOBER, 2025

Overstreet & Associates, PLLC



F. Jason Overstreet, P.E.

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

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EXHIBIT 1

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that Overstreet and Associates, PLLC, is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi, and

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders, and

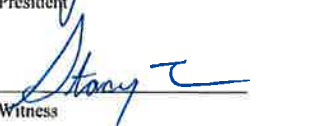
WHEREAS, Overstreet and Associates, PLLC has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that:

F. Jason Overstreet – Senior Engineer Managor and President
David B. Ball - Senior Engineer and Vice President
Andrew Levens – VP of Engineering Mississippi Area Manager
Stacey Tanner – Office Manager

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission.

IN WITNESS WHEREOF, I have affixed my name as President of said corporation this 21st day of June 2024.


F. Jason Overstreet, P.E.
President

Witness

Overstreet and Associates, PLLC
Biloxi, MS

MDOT Regional Blanket Resolution 20240621

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EXHIBIT 2

SCOPE OF WORK

GENERAL REQUIREMENTS

This CONSULTANT shall provide all necessary professional services required to complete environmental studies (environmental assessment or ENV-160) and all necessary field surveying the preparation of construction plans. The project location for these services includes the intersection of Jeff Davis Avenue and West Railroad Street between Klondyke Road and North Burke Avenue in Harrison County. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

Roadway Design

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets; MDOT *Survey Manual*;
4. MDOT *Access Management Manual*;
5. MDOT Traffic Engineering's *Typical Signing Details*;
6. *Mississippi Standard Specifications for Road and Bridge Construction*;
7. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
8. AASHTO *Roadside Design Guide*;
9. AASHTO Highway Safety Manual (HSM);
10. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
11. NACTO *Urban Street Design Guide*;
12. Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
13. *Manual on Uniform Traffic Control Devices (MUTCD)*; and
14. Any other publications as instructed by MDOT.

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TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

MEETINGS

The Consultant shall be responsible for scheduling meetings for Field Review and Office Review.

{OPTIONAL} Monthly Project Update meetings shall be held at a date agreed upon by the LPA, the Consultant, and the MDOT. The Consultant shall be expected to provide any updates regarding the Project's design as well as any delays or issues.

The CONSULTANT shall submit minutes of all required meetings to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements and discussions had in the meeting.

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The additional environmental studies listed below are required due to the presence of historical districts/structures, environmental site assessment (hazardous materials assessment), wetlands/waters, and stream impacts (especially 303 D Listed streams) within existing ROW.

FIELD SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. Field survey will begin at the intersection of Klondyke Road and West Railroad Street and extend east along West Railroad Street for approximately 900 feet with cross-section from right-of-way to right-of-way (varies 60' to 90'). The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests by the LPA, including the following:

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Centerline Survey and Control

- A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C. Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;
- D. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANTS opinion, the current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANTS field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose.:
 - 1. A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
 - 2. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
 - 3. Each land parcel boundary in or connecting to the limits of the projects shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - 4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - 5. Any distances or bearings shown on this drawing shall be grid;
 - 6. North arrow.
- F. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
- G. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
- H. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- 1. An ASCII or .txt file containing the horizontal and vertical control point information established by the CONSULTANT;
- 2. An ASCII or .txt file containing the field collected property point information. Naming of the file shall be firm's name project number_property.txt. File format shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a PDF format. Naming of the file shall be firm's name project name property certification.pdf;

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3. If there is Right-of-Way to be acquired, an ASCII or .txt file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name project number_preliminary_row.txt. File format shall be point number, northing, easting, RWM and station-offset;
4. A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name project number_survey_notification.pdf;
5. An ASCII or .txt file containing all topographic points collected for the project. Naming of the file shall be firm's name project number_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

At the end of the office review plans, the CONSULTANT shall submit an electronic copy of the following information:

If there is Right-of-Way to be acquired, an ASCII or .txt file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name-project number_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two six inches below the ground surface.

PHASE A (FIELD REVIEW) ROADWAY DESIGN

Phase A (Field Review) Roadway Plans

The CONSULTANT will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Pay Items (Blank SQS Sheets)
- D. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- E. Review of existing drainage systems;
- F. Preliminary Intersection Design Sheets; and
- G. Special Design Sheets.

Roadway Design Plan Assembly shall follow the guidance contained in Chapter 15 of the MDOT Roadway Design Manual.. Field Review plans shall include ROW and construction limits on plans unless approved by MDOT LPA Engineer.

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The Field Review Plans shall be submitted no later than 21 days prior to the scheduled Field Review, unless otherwise approved by the MDOT, to allow time for copies to be distributed and plans to be reviewed by the appropriate divisions of the MDOT. Plans shall be submitted into MDOT's ProjectWise with the Consultant notifying the MDOT Engineer of the submittal. The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

Following the Field Review, the CONSULTANT shall make all approved Roadway plan changes as instructed.

CADD Drawings

The CONSULTANT shall use the requirements listed under I. GENERAL REQUIREMENTS of this Scope of Work for all CADD drawings. The generalized soil profiles shall be submitted with the Final Report.

Unless otherwise indicated, drawings submitted for Final Plans shall be in the following scales: 1 inch = 20 feet, or 1 inch = 40 feet.

PHASE B (OFFICE REVIEW) ROADWAY DESIGN

(Construction Plans and Specifications)

The Office Review Plan requirements include the following components (if included in the project):

PHASE B (Office Review) Roadway Plans

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Plan Profile Sheet(s);
- H. Design of drainage improvements
- I. Temporary Erosion Control Plan Profile Sheet(s);
- J. Intersection Detail Sheet(s);
- K. Traffic control plans;
- L. Complete Form Grade Sheet(s) for intersections at 25-foot intervals and at critical locations as needed;
- M. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
- N. Standard, regulatory and warning signs;
- O. Temporary Erosion Control Standard Drawings;
- P. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
- Q. Permanent Signing Plans;
- R. Standard Drawings;
- S. Other applicable plans as necessary for the construction of the project;
- T. Final Cross Section Sheets; and
- U. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

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Following the Office Review, the CONSULTANT shall make all approved Roadway plan changes as instructed.

CONSTRUCTION COST ESTIMATE

A preliminary construction cost estimate shall be prepared including each of the pay items listed within the office review plans. Pay items must be separated and identified as Federal-aid participating and non-participating. The estimate is for pay items only and shall not include any adjustments such as contingencies, testing, or construction engineering cost. Any questions concerning the determination of participating or non-participating pay items should be directed to the MDOT District LPA Engineer.

Representatives of the appropriate divisions of the MDOT, LPA and the CONSULTANT shall attend the Office Review.

The Office Review Plans and quantity calculations shall be submitted no later than 21 days prior to the scheduled Office Review, unless otherwise approved by the MDOT, to allow time for copies to be distributed and plans to be reviewed by the appropriate divisions of the MDOT. Plans shall be submitted into MDOT's ProjectWise with the Consultant notifying the MDOT Engineer of the submittal.

If significant corrections to the office review plans are deemed necessary, a second office review submittal may be required.

In the Office Review, the MDOT and the CONSULTANT shall review and mark the plans with all required changes. The CONSULTANT shall make all approved plan changes as instructed by the MDOT and shall submit minutes of the Office Review to the MDOT within two (2) weeks after the conclusion of the Office Review. The minutes shall include but are not limited to, a list of attendees, a list of all significant changes to the plans, and a list of all action items by both the CONSULTANT, LPA, and the MDOT.

The Final Plans shall include corrections to the office review plans as noted in the Office Review.

The construction cost estimate is to be updated and submitted with the PS&E assembly.

PS&E ASSEMBLY / ADVERTISEMENT

Submittal and authorization of the PS&E Assembly is the final stage of project development. The LPA must obtain authorization of the PS&E Assembly prior to advertising the project.

The LPA is responsible for ensuring that the PS&E Assembly meets required design criteria and standards. The CONSULTANT shall submit to MDOT all necessary documents as set forth in the latest edition of the Project Development Manual for Local Public Agencies.

The CONSULTANT shall be responsible for submitting a construction progress schedule to be approved prior to PS&E submittal. The construction progress schedule shall be based on typical MDOT production parameters for pay items and may be modified, if justified, based on the project's circumstances and shall include calculations.

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The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans. Once the PS&E Assembly has been approved by MDOT and the authorization to advertise for bids has been obtained, the CONSULTANT shall be notified to advise the LPA that the legal notice for advertising for bids can be submitted for publication. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

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ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedures
TO	Transportation Operations

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EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$115,809.78** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event

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shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$11,523.84, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$115,809.78 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$96,484.81	\$0.00	\$11,523.84	\$7,801.14	\$115,809.78

T.P.A-CST-001 For T.P.A's

REV A01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
DOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900		P.O. No. 3941	
Vendor Number		Invoice Number :	
Project No.		Sheet No.	
31000000000		0	
In Account With		MDOT Project Number	
Contract Number:		0	
Est. No.		Address	
0		0	
CS 0001000		Surety	
0		January 0, 1900	
		THRU	
		January 0, 1900	
		Discrepancy No.	

[illegible]

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EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE
DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY, HIGHWAY_____

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

- NOTE:
- 1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
 - 2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
 - 3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

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SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

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EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

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shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

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EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

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I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 29th day of October, 2025

OVERSTREET & ASSOCIATES, PLLC

F. Jason Overstreet
F. Jason Overstreet, P.E.

ATTEST:

Stacey Tanner

My Commission Expires: 2-24-2029

Stacey Tanner
Notary



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EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20____.

City of Long Beach

Mayor Timothy I. Pierce

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EXHIBIT 8

{Intentionally Left Blank}

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating 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 Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

1336140

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature] 10.29.2025
Authorized Officer or Agent Date

F. Jason Overstreet, P.E. President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 29th day of October, 2025

[Signature]
NOTARY PUBLIC
My Commission Expires: 2.24.2029

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



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Summary

City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	9		\$451.00	\$631.76	\$5.11	\$1,087.87		\$129.83	\$1,217.80
Meetings	57		\$2,474.00	\$3,465.58	\$28.01	\$5,967.58		\$712.75	\$6,680.33
Environmental	21		\$991.00	\$1,388.19	\$11.22	\$2,390.41		\$285.50	\$2,675.91
Roadway	515		\$21,985.00	\$30,796.59	\$248.87	\$53,030.46		\$6,333.79	\$59,364.25
Hydraulics	14		\$630.00	\$882.50	\$7.13	\$1,519.64		\$181.50	\$1,701.14
Survey	354	\$7,801.14	\$8,697.00	\$12,182.76	\$98.45	\$20,978.21		\$2,505.57	\$31,284.91
PS&E/Advertisement	117		\$4,772.00	\$6,684.62	\$54.02	\$11,510.64		\$1,374.79	\$12,885.43
Total	1087	\$7,801.14	\$40,000.00	\$56,032.00	\$452.80	\$96,484.81		\$11,523.84	\$115,809.78

Grand Total \$115,809.78

Minutes of November 4, 2025
Mayor and Board of Aldermen

Activation Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0285-00(030)LPA /109650-711000
Overstreet & Associates, PLLC
10/24/2025

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	
Project Activation										
LPA 100				2.0						2.0
LPA 700/800				4.0						4.0
Quality Control		1.0	1.0	1.0						3.0
Total Hours		1.0	1.0	7.0						9.0
Raw Labor Rates		\$75.00	\$61.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00		
Labor Cost		75.0	61.0	315.0						451.00
Overhead % 140.08%										\$631.76
Fixed Fee % 12.00%										\$129.93
FCCM Overhead % 1.132%										\$5.11
Prime Total										\$1,217.80
Project Total										\$1,217.80

Minutes of November 4, 2025
Mayor and Board of Aldermen

Meetings Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0298-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

	No.	Estimated Hours								
MDOT Process Item Description	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours
Field Review										
Print and Distribute Plans			0.0	1.0			2.0	4.0		7.0
Conduct Plan in Hand review			4.0	4.0						8.0
Prepare Field Review Report				1.0	2.0					3.0
Office Review										
Print Plans and Specifications				2.0		2.0	2.0			6.0
Compile Design Notebook			1.0	4.0		2.0				7.0
Prepare ROW/UTL Status Report			0.0	2.0		2.0				4.0
Conduct Plan Review			2.0	4.0						6.0
Prepare Office Review Report				1.0	1.0					2.0
PS&E Assembly										
MDOT Coordination				8.0						8.0
Quality Control			1.0	1.0	1.0	1.0	1.0	1.0		6.0
Total Hours			8.0	28.0	4.0	7.0	5.0	5.0		57.0
Raw Labor Rates		\$75.00	\$81.00	\$45.00	\$29.50	\$34.00	\$44.00	\$30.00		
Labor Cost			488.0	1260.0	118.0	238.0	220.0	150.0		2,474.00
Overhead						%	140.08%			\$3,465.58
Fixed Fee						%	12.00%			\$712.75
FCCM Overhead						%	1.132%			\$28.01
Prime Total										\$8,680.33
Project Total										\$6,680.33

Minutes of November 4, 2025
Mayor and Board of Aldermen

Environmental Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109650-711000
Overstreet & Associates, PLLC
10/24/2025

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	
Environmental Documentation										
ENV-160 Coordination				8.0						8.0
Prepare ENV-160				8.0						8.0
Permits				2.0						2.0
SCVI		1.0	1.0	1.0						3.0
Quality Control		1.0	1.0	19.0						21.0
Total Hours										
Raw Labor Rates		\$75.00	\$81.00	\$45.00	\$26.60	\$34.00	\$44.00	\$30.00	\$0.00	\$91.00
Labor Cost		75.0	81.0	855.0						
Overhead						%	140.08%			\$1,388.19
Fixed Fee						%	12.00%			\$286.60
FCCM Overhead						%	1.132%			\$11.22
Prime Total										\$2,675.91
Project Total										\$2,675.91

Minutes of November 4, 2025
Mayor and Board of Aldermen

Roadway Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-4295-00(030)LPA #109850-711000
Overstreet & Associates, PLLC
10/24/2025

MDOT Process Item Description	No.		Estimated Hours							Total Hours	Total Hours
	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification		
Field Review											
Horizontal Alignment Design											
Makelines				1.0			2.0			3.0	3.0
Vertical Alignment Design											
Mainline-Run Alignment and/or Regrade Existing Lanes				2.0			4.0			6.0	6.0
Intersection Design											
Evaluate Sight Distance (if of Intersections)				4.0						4.0	4.0
Determine Turn Lane Configurations				6.0						6.0	6.0
Establish Turning Radii & Chosen Stationing				8.0						6.0	6.0
Title Sheet	1.0										
Prepare title sheet				1.0			4.0			5.0	5.0
Typical Section											
Generate Typical Section				2.0			6.0			8.0	8.0
Blank SOG Sheet	1.0										
Prepare SOG Sheet				1.0			1.0			2.0	2.0
Plan Profile Sheets	4.0										
Sheet Set-Up and Organization				1.0			4.0			5.0	5.0
Add Notes & Pipes in Profile View				2.0			6.0			8.0	8.0
Traffic Control Plan Sheets	8.0										
Evaluate Construction Phasing				8.0						8.0	8.0
Generate TCP Sheets				6.0			8.0			14.0	14.0
Generate TCP Details				2.0			4.0			6.0	6.0
Erosion Control Plan Sheets	8.0										
Generate ECP Sheets				4.0			8.0			12.0	12.0
Generate ECP Details				2.0			4.0			6.0	6.0
Permanent Marking & Signage Sheets	8.0										
Generate Permanent Marking & Signage Plan				4.0			8.0			12.0	12.0
Generate Permanent Marking & Signage Details				2.0			4.0			6.0	6.0
Intersection Layout & Grading Sheets	2.0										
Generate Intersection layout				2.0			8.0			10.0	10.0
Generate Intersection grading				2.0			8.0			10.0	10.0
Miscellaneous Sheets	3.0										
Standard roadway details				2.0			2.0			4.0	4.0
QA/QC		1.0	1.0	8.0	8.0		8.0	8.0		34.0	34.0
Revise Plans Per Conceptual Review				2.0			2.0			4.0	4.0
Office Review											
General Notes Sheet	1.0										
Develop General Notes Sheet				2.0			2.0			4.0	4.0
Typical Sections	1.0									0.0	
Add Paving Details & Notes				2.0			2.0			4.0	4.0
Summary of Quantity Sheets	2.0										
Create SQ Sheets				4.0			1.0			5.0	5.0
Add Footnotes				2.0						2.0	2.0
Estimated Quantity Sheets	3.0										
Earthwork (phased if necessary)				1.0				1.0		2.0	2.0
Drainage Structures				1.0				1.0		2.0	2.0
Permanent Erosion Control				1.0				1.0		2.0	2.0
Traffic Control				1.0				1.0		2.0	2.0
Pavement Marking (permanent and temporary)				1.0				1.0		2.0	2.0
Removal Items				1.0				1.0		2.0	2.0
Permanent Signage				1.0				1.0		2.0	2.0
Incidental Construction Items				1.0				1.0		2.0	2.0
Quantity Calculations				32.0	15.0		10.0			57.0	57.0
Plan Profile Sheets	4.0										
Final Plan & Profile Sheets				8.0			16.0			24.0	24.0
Add Design Labels & Notes				4.0				2.0		6.0	6.0
Traffic Control Detail Sheets	8.0										
Develop Phasing Narrative (if necessary)				4.0			2.0			6.0	6.0
Finalize TCP Sheets				8.0			16.0			24.0	24.0
Finalize TCP Details				1.0			4.0			5.0	5.0
Erosion Control Plan Sheets	8.0										
Finalize Erosion Control Plans				2.0			3.0			5.0	5.0
Finalize Erosion Control Details				1.0			2.0			3.0	3.0

Minutes of November 4, 2025
Mayor and Board of Aldermen

Roadway Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

		No.	Estimated Hours									
MDOT Process Item Description	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	Total Hours	Total Hours	
Permanent Marking & Signage Sheets	8.0											
Finalize Permanent Marking & Signage Plan				2.0			4.0			6.0	6.0	
Finalize Permanent Marking & Signage Details				2.0			2.0			4.0	4.0	
Intersection Layout & Grading Sheets	2.0											
Finalize Intersection layout				2.0			8.0			8.0	8.0	
Finalize Intersection grading				4.0			8.0			12.0	12.0	
Miscellaneous Sheets	3.0											
Standard roadway details				2.0			2.0			4.0	4.0	
Cross-Sections	3.0											
Create out sections				2.0			6.0			8.0	8.0	
Create section template				3.0			6.0			9.0	9.0	
Create cross-sections				3.0			16.0			19.0	19.0	
QA/QC			4.0	8.0	8.0		8.0	8.0		36.0	36.0	
Specifications												
Prepare Specifications		1.0		16.0		10.0				27.0	27.0	
Estimate												
Prepare Estimate		1.0		8.0	2.0					11.0	11.0	
Submit Office Review Plans												
2 Multi-Page PDF Files For Plans & Cross Sections				4.0			8.0	8.0		20.0	20.0	
Submit Quantity Calculations (1 multi-page pdf)			1.0	4.0						5.0	5.0	
Submit CADD Files			1.0	2.0				2.0		5.0	5.0	
Total Hours	74.0	3.0	7.0	210.0	34.0	10.0	215.0	56.0		615.0	615.0	
Raw Labor Rates		\$75.00	\$61.00	\$45.00	\$28.50	\$34.00	\$44.00	\$30.00	\$0.00			
Labor Cost		225.0	427.0	945.0	1003.0	340.0	8480.0	1080.0			21,565.00	
Overhead							%	140.08%			\$30,796.69	
Fixed Fee							%	12.00%			\$9,333.79	
FCOM Overhead							%	1.132%			\$248.87	
Prime Total											\$58,364.26	
Project Total											\$59,364.26	

Minutes of November 4, 2025
Mayor and Board of Aldermen

Hydraulics Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

MDOT Process Item Description		No.	Estimated Hours								Total Hours
		Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	
Field Review											
	A. Structure Recommendations										
	Design recommendations culvert and cross drains				6.0						6.0
	Overnight details										
	B. Storm Sewer Design										
	Design data for Structures				1.0						1.0
	Drainage details				1.0						1.0
Office Review											
	General Notes				1.0						1.0
	Summary of Quantities				1.0						1.0
	Draw Storm Drain Inlets & Pipes in Plan/Profile View				4.0						4.0
Total Hours	Total Hours				14.0						14.0
Raw Labor Rates			\$75.00	\$81.00	\$46.00	\$29.50	\$34.00	\$44.00	\$30.00	\$0.00	630.00
Labor Cost					630.0						
								Overhead	%	140.08%	\$882.50
								Fixed Fee	%	12.00%	\$181.50
								FCCM Overhead	%	1.132%	\$7.13
								Prime Total			\$1,701.14
								Project Total			\$1,701.14

Minutes of November 4, 2025
Mayor and Board of Aldermen

Survey Sheet
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

		No.	Estimated Hours									
	MDOT Process Description	Item	Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Civil Designer	Sr. Survey Crew Chief	Survey Technician II	RTK GPS	Total Hours
Field Review												
	Establish/Verify the Primary Horizontal & Vertical Control							2.0	4.0	4.0	4.0	14.0
	Establish Secondary Control Points as a Supplement to the Primary Control							1.0	2.0	2.0	2.0	7.0
	Establish and Verify Approx. 3 TBMs (Temporary Benchmarks)							1.0	2.0	2.0	2.0	7.0
	Perform Topographic Survey of Main Line (80 LF @ 50' Intervals)								30.0	30.0	30.0	90.0
	Perform Topographic Survey of Intersecting Streets (2 side roads - 60 LF @ 50' Intervals)								15.0	15.0	15.0	45.0
	Utility Mapping - Locate Underground Utilities per MS One Call System/Compiling Utility Drawings from Owners - Municipalities					1.0	4.0					5.0
	Develop Digital Terrain Model							16.0				16.0
	Generate Finalized Existing Conditions Drawing							16.0				16.0
	Quality Control					2.0	2.0	4.0				8.0
	Total Hours					3.0	6.0	40.0	53.0	53.0	53.0	208.0
	Raw Labor Rates			\$75.00	\$61.00	\$46.00	\$29.50	\$44.00	\$30.00	\$30.00	\$65.00	
	Labor Cost					135.0	177.0	1760.0	1590.0	1590.0	3445.0	8,697.00
	Overhead								%		140.08%	\$12,162.76
	Fixed Fee								%		12.00%	\$2,505.57
	FCCM Overhead								%		1.132%	\$98.45
	Prime Total											\$23,483.78
	W Engineering, P.A. Subconsultant Total										\$7,801.14	\$7,801.14
	Project Total											\$31,284.91

Minutes of November 4, 2025
Mayor and Board of Aldermen

PS&E / Advertisement
City of Long Beach Intersection Improvements at W. Railroad Street & Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
Overstreet & Associates, PLLC
10/24/2025

MDOT Process Description	Item	No.	Estimated Hours								Total Hours
		Sheets	Principal	Professional Engineer V	Professional Engineer III	Engineer Intern I	Project Technician II	Civil Designer	CADD Technician II	Labor Classification	
PS&E Assembly											
	Right of Way Certification				4.0						4.0
	Utility Certification				16.0						16.0
	Encroachment Certification				4.0						4.0
	Hazardous Waste Certification				0.0						0.0
	Asbestos Abatement Certification				0.0						0.0
	Composite Letters				4.0						4.0
	Compile Forms				4.0						4.0
	Print Plans					2.0		2.0	2.0		6.0
	Assemble Specifications				2.0	2.0	4.0				8.0
	Material Checklist				2.0	2.0					4.0
Advertisement											
	Print Plans and Specifications				1.0		2.0		2.0		5.0
	Prepare Advertisement				2.0						2.0
	Bidder Coordination				8.0	8.0					16.0
	Receive & Evaluate Bids				6.0	2.0	2.0				10.0
	Assemble Bids and Submit		1.0		16.0		8.0				25.0
Quality Control				1.0	4.0	2.0	2.0				9.0
Total Hours			1.0	1.0	73.0	16.0	18.0	2.0	4.0		117.0
	Raw Labor Rates		\$75.00	\$61.00	\$46.00	\$29.50	\$34.00	\$44.00	\$30.00	\$0.00	
	Labor Cost		75.0	61.0	3285.0	531.0	612.0	66.0	120.0		4,772.00
							Overhead	%	140.06%		\$6,894.62
							Fixed Fee	%	12.00%		\$1,374.79
							FCCM Overhead	%	1.132%		\$54.02
							Prime Total				\$12,865.43
							Project Total				\$12,865.43

Minutes of November 4, 2025
Mayor and Board of Aldermen

Survey Sheet
City of Long Beach Intersection Improvements at W. Railroad Street and Jeff Davis Avenue
Harrison County
Project Number STP-0295-00(030)LPA /109850-711000
W Engineering, P.A.
10/24/2025

		No.	Estimated Hours										
	MDOT Process Description	Item	Sheets	Rod Man	Bag Man	Party Chief	Survey Manager	Professional Surveyor	Drafter	Secretary	Office manager	Total Hours	
Field Review													
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (7 Properties)						5.0	3.0		2.0	1.0	11.0	
	Research vesting deeds of 7 properties and their adjacent properties to identify gaps and overlaps and to ready the field crew for initial scouting						7.0	3.5		4.0		14.5	
	Initial scouting for property corners and terrain features on all 7 properties.		16.0	16.0	16.0	4.0	2.0				1.0	55.0	
	draft plat of road ROW adjacent to the 7 land parcels					2.0	3.0	8.0				13.0	
	Field work to set all needed pins on road ROW		8.0		8.0	2.0	1.0					19.0	
	Finalize Plat of Survey for ROW						2.0	8.0				10.0	
	Create temporary construction easement						4.0	6.0			1.0	11.0	
	Set pins for construction easement		4.0		4.0	2.0	2.0					12.0	
Total Hours			28.0	16.0	28.0	22.0	20.5	22.0	6.0	3.0		145.5	
Raw Labor Rates			\$14.00	\$13.50	\$18.00	\$24.00	\$30.00	\$28.00	\$14.00	\$20.00			
Labor Cost			392.0	216.0	632.0	628.0	615.0	616.0	84.0	60.0		3,043.00	
								Overhead	%	110.00%		\$3,347.30	
								Fixed Fee	%	12.00%		\$766.84	
								FCCM Overhead	%	0.00%		\$0.00	
								Direct Costs:	Qty.	Unit Price			
								Mileage	320.0	\$0.70	\$224.00		
								Meals					
								Lodging					
								Postage	1.0	\$20.00	\$20.00		
								Supplies	1.0	\$200.00	\$200.00		
								Reproductions	1.0	\$200.00	\$200.00		
								Other					
								See State Travel Handbook					
								Total Direct Costs:					\$644.00
								Prime Total					\$7,801.14
								Project Total					\$7,801.14

Alderman Frazer made motion seconded by Alderman Bennett to approve the 2025 Master Service Agreement to Overstreet & Associates Consulting Engineers as follows and authorize the Mayor to execute same:

**Minutes of November 4, 2025
Mayor and Board of Aldermen**



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

October 31, 2025

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

RE: 2025 Master Services Agreement

Ladies and Gentlemen:

Per the City's recent selection of Overstreet as the City Engineer and per the terms of the published Request for Qualifications, please accept the attached as our proposed new Master Services Agreement for our services in this role. We hereby request your approval of this new contract and will continue our services under these new contract terms. We are ready to answer any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Ball', written over a horizontal line.

David Ball, P.E.

DB:539
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\0539\Eng Agree\20251031 2025 MSA to City.docx

Page 1 of 1

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

**CITY OF LONG BEACH
GENERAL ENGINEERING SERVICES**

Minutes of November 4, 2025
Mayor and Board of Aldermen

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Mayor and Board of Aldermen

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 4, 2025 ("Effective Date") between
City of Long Beach ("Owner") and
Overstreet and Associates PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
General Engineering Services ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: to perform all City Engineering services along with providing ongoing, regular miscellaneous Engineering services of such size, specialty nature, or time constraint, wherein it would be advantageous to have Engineer's services readily available, on a contractual basis.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall regularly provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. Additionally, Owner and Engineer hereby acknowledge that certain tasks may be more suitably covered by individually negotiated contracts in accordance with the City's historic standard practices.
- C. Therefore, for each project so identified by Owner, Engineer will prepare a Standard Form of Agreement or "Contract" for Owner's review and approval. Each Contract will identify the following:
 - 1. Scope of Work to be performed by Engineer. An initial consultation will be conducted between Owner and Engineer to define the specific Scope of Work and clarify Owner's requirements for the project and determine available data upon which the Engineer may rely.
 - 2. Owner's Responsibilities in providing available data, access to areas within the project limits, and coordination of the services to be provided by Engineer.
 - 3. Period of Service anticipated for Engineer to perform the work identified in the specific Scope of Work. The Engineer shall perform the work in a timely manner for each project or scope of work designated.

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4. Engineer's estimated fees to perform the work identified in the specific Scope of Work shall be based on standard hourly or lump sum rates and fees generally common to the profession.
- D. The terms and conditions of this contract shall not apply to the aforementioned individually negotiated contracts unless explicitly stated or included therein.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any change that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. The term of this Agreement is from effective date above and continuing for a period of four calendar years, or until otherwise allowed by law. This Agreement can be further extended in four (4) calendar year increments subject to mutual agreement between Owner and Engineer.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, subject to compliance with historic City Engineering invoicing practices. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced

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additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or

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customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

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- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counselling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are Instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited

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license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall

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require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

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1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with

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Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at a Site of Engineer's services, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This Indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability", if included herein.**
- B. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability", if included herein.

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- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and

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enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

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17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. (not used)
- F. Exhibit F, Construction Cost Limit. (not used)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. (not used)
- I. Exhibit I, Limitations of Liability. (not used)
- J. Exhibit J, Special Provisions. (not used)
- K. Exhibit K, Amendment to Owner-Engineer Agreement. (not used)

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: <u>City of Long Beach</u>	Engineer: <u>Overstreet and Associates PLLC</u>
By: <u></u>	By: <u></u>
Print name: <u>Timothy I. Pierce</u>	Print name: <u>F. Jason Overstreet, P.E.</u>
Title: <u>Mayor</u>	Title: <u>F. Jason Overstreet, P.E.</u>
Date Signed: <u>November 4, 2025</u>	Date Signed: <u>Nov. 4, 2025</u>
	Engineer License or Firm's Certificate No. (if required):
	<u>Firm's Certificate No. #29251</u>
	State of: <u>Mississippi</u>
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
<u>P.O. Box 929</u>	<u>161 Lameuse St., Suite 203</u>
<u>Long Beach, MS 39560</u>	<u>Biloxi, MS 39530</u>
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
<u>Same as above.</u>	<u>David Ball, P.E.</u>
Title:	Title: <u>Vice President</u>
Phone Number: <u>228-863-1556</u>	Phone Number: <u>228-967-7137</u>
E-Mail Address: <u>mayor@longbeachms.gov</u>	E-Mail Address: <u>david@overstreeteng.com</u>

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This is **EXHIBIT A**, referred to in and part of the
**Agreement between Owner and Engineer for
Professional Services** dated Nov. 4, 2025.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 General Engineering Services

A. Engineer shall:

1. Act as the Owner's professional representative to perform certain engineering and related services as noted herein or as requested by Owner.
 - a. The scope of services to be furnished by the Engineer may consist of but not be limited to:
2. Consult with Owner to clarify and specifically define Owner's requirements for each task.
3. Advise Owner of any need for Owner to provide data or services relative to the task.
4. Provide preliminary studies, opinions of probable costs, planning, and/or design services.
5. Perform field surveys, topographic, and utility mapping for design purposes.
6. Assist in describing and obtaining necessary rights-of-way or easements.
7. Preparation of necessary plans, specifications, and contract documents for bidding purposes, solicitation of quotations, or for construction by Owner's in-house forces.
8. Assist in the bidding or solicitation of quotations for projects.
9. Provide Construction Engineering Administration and Resident Project Representative Inspection services.
10. Perform engineering reviews of the plans of third-party developments in the City and on occasion to perform in-the-field reviews of such developments, which may include performance of Resident Project Representative (RPR) services.
11. Evaluate the City's public infrastructure (including streets, sanitary sewer, water, drainage system and lighting) needs and help develop plans and programs to meet those needs.
12. Assist in implementing water resource functions including storm water management, erosion control, and wetland protection.
13. Review proposed commercial and residential private development plans, plats, and subdivisions for consistency with City requirements.

Exhibit A – Engineer's Services
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14. Review traffic operations and controls, conduct traffic studies, and review traffic signalizations.
15. Review reports, plans, and studies by other agencies.
16. General Administration/Project Management
 - a. Project Management shall include project setup, project management, and coordination with the City. The Engineer shall provide overall management of the project, including coordination with the City, other City consultants, public agencies, utility companies, and other stakeholders. The Engineer shall provide management of subconsultants in the performance of their work.
 - b. Project Management activities shall also include development and maintenance of a design schedule and progress reports to be distributed on a mutually agreeable schedule. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures.
 - c. Project Management services shall include assisting the City in monitoring, developing, and tracking its Capital Improvement Projects through all phases of development. Services can include cost estimating, programming assistance, reporting, project summaries, project prioritization and scoping. Perform value engineering analysis and constructability review.
17. Planning/Zoning
 - a. Engineer will provide the City with city planning, zoning administration and other related services, providing support staff as necessary to review and respond to applications that need planning or zoning permits, and Planning Commission and/or Board of Aldermen approval. Engineer will also assist in answering planning or zoning-related questions as needed.
18. Project-based services are for specific requested projects that are not part of the day-to-day general engineering duties.
 - a. Once a project is defined and direction from the City is given, a new billing project number will be assigned to the project. A separate budget and scope will be defined with each new project. If a project warrants a separate Agreement for Professional Services (PSA), a PSA will be prepared. Typical projects may include comprehensive planning, economic development planning, zoning code text and map updates, planning studies, and the development of website materials and application forms/checklists, etc.
 - b. Typical projects requiring professional civil engineering services may include, but are not limited to: road rehabilitation, pavement preservation, complete streets infrastructure, transportation, storm drain, and wastewater conveyance. Tasks assigned amongst these projects could vary and/or include a combination of project management, environmental, surveying, right-of-way, geotechnical, design, bidding, construction engineering, program management, and public outreach.

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19. Design;

- a. Provide a full-service team that can provide geometric, roadway, bikeway, pedestrian, storm drainage, sewer, electrical, lighting, grading, parking lot, landscape architecture, site layout design services, as well as a wide range of structural design services, including: City facilities, harbor/marina, bridge, retaining wall, sound wall, and miscellaneous drainage structure design. These services range in scale from preliminary/conceptual design to full detailed design.

20. Traffic Analysis

- a. Conduct traffic analysis and studies as requested. Assess existing and proposed facilities to demonstrate their impacts on traffic operations. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the City's needs.

21. Surveying;

- a. Land surveying services, including but not limited to field surveys, aerial surveys, and other topographic data collection and all necessary documentation (easements, boundary, and all other PLS requirements). Conduct topographic and boundary surveys for all properties within the project area and establish horizontal and vertical control for the project. Some duties that may be performed under this task are: preparing Rights-of-Entry, contacting MS811 to have existing utilities marked in field prior to a survey, tying all utility pre-marks.

22. Construction Engineering/Construction Management;

23. Resident Project Representative (Project Construction Inspection);

24. Attend City staff meetings as requested.

25. Attend City meetings.

26. When so directed, act as City's liaison and representative with other communities and County, State and Federal agencies.

27. Assist the City in seeking grants, loans, and funding for improvement projects.

28. Assist the City in applying for Tidelands funds through MS DMR, and for managing the grant funds through the approval process, status reports, reimbursements, and the completion/reallocation process.

29. Assist the City in managing other grant funds through the application and approval process, status reports, reimbursements, and the completion/reallocation process.

30. Other miscellaneous engineering services as requested by the City,

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This is **EXHIBIT B**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov. 4, 2025.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), Independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 - K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 - L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 - M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - P. Place and pay for advertisement for Bids in appropriate publications.
 - Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- A. extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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This is EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Nov. 4, 2025.

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.
 5. If incurred, overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 2027) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

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- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 120%.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 120%.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov. 4, 2025.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of **120%**.

Reimbursable Expense Schedule:	
Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.25/sheet
30" x 42"	\$4.50/sheet

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This is Appendix 2 to EXHIBIT C, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Nov. 4, 2025.

Standard Hourly Rates Schedule

- A. Standard Hourly Rates:
- 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates apply only as specified in Article C2.
- B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Position	Billing Rate
Principal	\$240.00
Professional Engineer V	\$195.00
Professional Engineer IV	\$180.00
Professional Engineer III	\$162.50
Professional Engineer II	\$149.00
Professional Engineer I	\$138.00
Engineer Intern III	\$132.25
Engineer Intern II	\$120.00
Engineer Intern I	\$107.50
Professional Land Surveyor	\$132.50
Project Manager V	\$138.00
Project Manager IV	\$132.25
Project Manager III	\$120.00
Project Manager II	\$105.00
Project Manager I	\$95.00
Construction Project Manager II	\$125.00
Construction Project Manager I	\$105.00
Sr. Survey Crew Chief	\$100.00
Resident Project Representative III	\$100.00
Resident Project Representative II	\$92.50
Resident Project Representative I	\$85.00
Civil Designer	\$141.50
CADD Technician III	\$120.00
CADD Technician II	\$100.00
CADD Technician I	\$85.00
GIS Intern	\$61.00
Project Technician II	\$110.00

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.
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and American Society of Civil Engineers. All rights reserved. Page 1 of 2

Project Professional I	\$75.00
Administrative/Clerical	\$25.00
Survey with less than 5 yrs Experience	\$45.00
Survey Project Manager/Land Surveyor Intern	\$35.00
Survey Technician II	\$75.00
Survey Technician I	\$70.00
Survey Crew III	\$35.00
Survey Crew II	\$30.00
Survey Crew I	\$25.00
Travel time shall be billed at designated personnel's standard hourly rates.	

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.
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Minutes of November 4, 2025 Mayor and Board of Aldermen

This is EXHIBIT D, referred to in and part of the
Agreement between Owner and Engineer for
Professional Services dated Nov. 4, 2025.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer may furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work by third parties in the City. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and Interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

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- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion:

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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This is EXHIBIT G, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Nov. 4, 2025.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
- 1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$500,000
 - 3) Bodily injury/disease, aggregate: \$100,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: None
 - 2) General Aggregate: None
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
N/A
 - f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
 - 2. By Owner:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$500,000

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- 2) Bodily injury by Disease, Each Employee \$500,000
- 3) Bodily Injury/Disease, Aggregate \$500,000
- c. General Liability --
 - 1) General Aggregate: \$1,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Overstreet and Associates PLLC
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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END OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

CITY OF LONG BEACH
GENERAL ENGINEERING SERVICES

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Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2025

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).

PRODUCER: Arthur J. Gallagher Risk Management Services, LLC
760 Howard Avenue 2nd Floor
Biloxi MS 39530
CONTACT NAME: Lisa F Jones
PHONE (A/C No, Ext): 228-436-5038
FAX (A/C No): 228-256-8908
E-MAIL: lisaf_jones@ajg.com
ADDRESS: lisaf_jones@ajg.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Continental Casualty Company, INSURER B: Valley Forge Insurance Company, INSURER C, INSURER D, INSURER E, INSURER F
NAIC #: 20443, 20508

COVERAGES CERTIFICATE NUMBER: 1553677897 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.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Architects/Engineers Professional/Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Long Beach, its affiliates and subsidiaries are named as Additional Insured with respects to General Liability Policy and Umbrella Policy when required by written contract.
RE: Master Services Agreement

CERTIFICATE HOLDER: City of Long Beach, 201 Jeff Davis Avenue, Long Beach MS 39560
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, Insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/Indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/Indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of Insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to declare an Executive Session for the transaction of public business, to wit: Water service cut-off issues during government shutdown.

The question having received the affirmative voice vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

* *

The Meeting resumed in Open Session, whereupon no action was taken.

There being no further business to come before the Mayor and Board of Alderman at this time, Alderman Bennett made motion seconded by Alderman Frazer and unanimously carried to adjourn until the next regular scheduled meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph "Joey" Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk