



Mayor Depreo  
Councilmember Maher At-Large  
Councilmember Finley Ward 1  
Councilmember Liese Ward 2  
Councilmember Cumberland Ward 3  
Councilmember Clark Ward 4

**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, January 03, 2023**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order.**

Invocation  
Pledge of Allegiance  
Roll Call  
Confirm or Adjust Agenda Order

**Presentation Agenda.**

Council Comments.

- a. The next Regular Meeting of the City Council will be held January 17, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Covington Civil & Environmental - Commercial District Road Cross Section.

City Manager's Report.

Public Comments on Agenda Items.

**Policy Agenda.**

**Minutes:**

1. Motion to approve December 20, 2022 Regular Meeting Minutes.

**Ordinances:**

**Resolutions:**

**Consent Agenda:**

2. **2023-101:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$5,063.75 for Noma Drive Improvements, in the amount of \$2,574.11 for Noma Dredging.
3. **2023-102:** Motion to approve payments to Digital Engineering in the amount of \$6,058.75 for Beau Vue Ph 2 Drainage Improvements and in the amount of \$8,600.00 for Roadway Improvements Phase 4.
4. **2023-103:** Motion to renew agreement with Southern Mississippi Planning & Development District 2023 Economic Development and Grant Writing services as needed with an initial fee not to exceed \$6,000.00.
5. **2023-104:** Motion to approve Budget Amendments 2023-001 (prior year purchase order balances).

6. **2023-105:** Motion to host the Senior Fair to be held Tuesday, January 10, 2023 and authorize related expenses.
7. **2023-106:** Motion to approve the Mayor, Council, City Manager and City Attorney to travel to Jackson for the Gulf Coast Legislative Reception to be held on January 4, 2023.
8. **2023-107:** Motion to authorize Master Service Agreement Work Assignment with Chiniche Engineering for the design phase (including permit coordination), bid phase and construction phase of the Canal Dredging Improvements Project in the amount not to exceed \$344,150.00.
9. **2023-108:** Motion to approve to advertise for bids for the Noma Drive Waterfront Improvements Phase I.
10. **2023-109:** Motion to approve advertisement for Depository Services for a 4-year period beginning March 2023.

**Action Agenda.**

**Routine Agenda.**

**Claims Payable**

11. Motion to approve the Docket of Claims (DKT230343 - DKT230368) in the amount of \$111,076.29.

**Department Reports**

**Public Comments on Non-Agenda Items.**

**Executive Session - If Necessary**

**Adjourn/Recess.**

*NOTE: THE CITY OF DIAMONDHEAD WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO SERVICES AND ACTIVITIES OF THE CITY. A WRITTEN REQUEST BY OR ON BEHALF OF QUALIFYING INDIVIDUALS SHALL BE SUBMITTED IN A TIMELY MANNER TO THE CITY CLERK.*



**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, December 20, 2022**  
**6:00 PM CST**  
Council Chambers, City Hall

**Call to Order.**

Mayor Depreo called the meeting to order at 6:20 p.m. due to technical difficulties.

Invocation-John Cumberland

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, seconded by Ward 2 Liese to amend and approve the agenda to add the following items under consent and to approve as amended:

17. **2023-099:** Motion to approve Change Order No.1 for sixty (60) additional days to the contract with Huey P. Stockstill, LLC. For the Roadway Improvements Phase 4 with no change to contract price.
18. **2023-100:** Motion to approve an amendment to the agreement with Tyler Technologies to renew for one (1) year commencing January 1, 2023, with automatic renewal for one additional year at the current renewal rate of \$41,020.00.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

Council Comments.

1. The next Regular Meeting of the City Council will be held January 3, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
2. City Hall will be closed Friday, December 23, 2022, and Monday, December 26, 2022 for Christmas and Monday, January 2, 2022 for New Year.
3. Proclamation Honoring Bay St. Louis Fallen Officers, Sergeant Steven Robin and Officer Branden Estorffe
4. Diamondhead Senior Steering Committee Presentation

City Manager's Report.

1. Presentation by Orion Planning & Covington Engineering.
2. Makiki Drive – The DWSD is repairing the sewer line, the contractor is working to install a steel casing around the water line and install the ductal iron pipe for the sewer line that will run inside the drain boxes. The road will continue to be closed until the work is completed. The current end date for the contract is currently January 09, 2023.
3. Twin Lake Park / Dog Park –The projected cost for the Twin Lake Park (fishing pier and walking track) exceeds the grant proceeds. The city is exploring funding options to cover the additional cost. Once we determine final cost within budget, we will be requesting permission to advertise the project.
4. Phase 4 paving – The paving project is currently demobilized until the area around Bayou Circle is available to complete the project. The current end date of the project was December 17<sup>th</sup>. A change order has been added to your agenda tonight to increase the contract time. If approved, the new end date will be February 15<sup>th</sup>.
5. Hilo Way – The engineering firm is working with the contractor to make all adjustments needed. The contractor is currently checking on material availability before the Notice to Proceed is issued.
6. Traffic Study – The Koloa St & Kapalama Dr part of the traffic study has been completed. The report is currently being finalized. The Highpoint/Golf Club Drive part of the study is currently being performed. The second amendment to the work assignment that is on tonight's agenda is to include the new roads that are proposed by EH & The Preserve Subdivisions

At the conclusion of the City Manager's report, Ben Benvenuti, Andrew Levens with Bob Barber and Burt Kuyrkendall present via teleconference, discussed the Town Center Phase I street design.

Public Comments on Agenda Items- None



**Policy Agenda.**

**Minutes:**

1. Motion to approve December 6, 2022 Regular Meeting Minutes.

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to approve December 6, 2022 Regular Meeting Minutes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

**Tabled:**

2. **2023-060:** Motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Monday, Tuesday, Wednesday and Thursday.

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to remove Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Monday, Tuesday, Wednesday and Thursday from the table.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to amend and approve motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Tuesday and Thursday from 10:00 a.m. until 12:00 p.m. beginning January 2023 - June 2023.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

**Resolutions:**

3. **2023-087:** Motion to adopt Resolution 2023-009 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 11 and 12, Diamondhead Phase 1, Unit 2 Amended, Block 10. The Physical address is 7215 Akikai Drive. Parcel number 068K-0- 41-028.000. (Hanks)

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-009 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 11 and 12, Diamondhead Phase 1, Unit 2 Amended, Block 10. The Physical address is 7215 Akikai Drive. Parcel number 068K-0- 41-028.000. (Hanks)

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland.

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to approve the following consent items:

4. **2023-088:** Motion for Jon McCraw, City Manager and Council Members (TBD) to attend the MML Winter Conference January 10 - 12, 2023 in Jackson.
5. **2023-089:** Motion to approve payments to Pickering Firm, Inc. in the amount of \$4,000.00 for Lily Pond Dredging, in the amount of \$1,502.50 for Ahuli Drainage Improvements, in the amount of \$3,000.00 for Diamondhead Drive East Retention Pond Dredging and in the amount of \$1,540.00 for Kolo Court Ditch Improvements.
6. **2023-090:** Motion to accept and award low bid received from Fair Tide Marine & Construction in the amount of \$76,100.00 for the Bayou Drive Kayak Launch Repair, authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.
7. **2023-091:** Motion to approve work assignment with Covington Civil and Environmental, LLC for Bayou Drive Drainage Analysis in an amount not to exceed \$7,800.00.
8. **2023-092:** Motion to approve payment in the amount of \$175,427.05 to Huey P. Stockstill, LLC for the Diamondhead Roadway Improvements-Phase 4.
9. **2023-093:** Motion to approve amendment #2 to the work assignment with Covington Civil and Environmental, LLC for the Traffic Impact Study in an amount of \$9,800.00 for a total not to exceed \$19,250.00.
10. **2023-094:** Motion to approve to advertise for bids for the Diamondhead Drive East Retention Pond and the Lily Pond Dredging.
11. **2023-096:** Motion to declare a moratorium on the granting of any permits for right-of-way adoption, pursuant to Article II, Sections 26-19 through 26-23.
12. **2023-097:** Motion to approve work assignment with Digital Engineering for Bond Paving Project in an amount not to exceed \$349,610.00.
13. **2023-098:** Motion to approve Budget Amendments 2023-002.
17. **2023-099:** Motion to approve Change Order No.1 for sixty (60) additional days to the contract with Huey P. Stockstill, LLC. For the Roadway Improvements Phase 4 with no change to contract price.
18. **2023-100:** Motion to approve an amendment to the agreement with Tyler Technologies to renew for one (1) year commencing January 1, 2023, with automatic renewal for one additional year at the current renewal rate of \$41,020.00.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**



**Action Agenda.**

- 14. **2023-095:** Motion to approve the re-subdivision (plat) of Lot 47, Diamondhead Lakes Subdivision, Phase 1.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the re-subdivision (plat) of Lot 47, Diamondhead Lakes Subdivision, Phase 1.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

- 15. Motion to approve Payroll Payables DKT230197 - DKT230210 in the amount of \$46,560.83, DKT230251-DKT230252 in the amount of \$625.76, DKT230301 - DKT230315 in the amount of \$66,997.37. PRCLAIM000141 in the amount of \$27,460.65, PRCLAIM000142 in the amount of \$2,516.58, PRCLAIM000143 in the amount of \$28,945.98, PRCLAIM000144 in the amount of \$32,395.23, PRCLAIM000145 in the amount of \$28,545.86, PRCLAIM000146 in the amount of \$2,516.58 and PRCLAIM000147 in the amount of \$26,162.38.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve Payroll Payables DKT230197 - DKT230210 in the amount of \$46,560.83, DKT230251-DKT230252 in the amount of \$625.76, DKT230301 - DKT230315 in the amount of \$66,997.37. PRCLAIM000141 in the amount of \$27,460.65, PRCLAIM000142 in the amount of \$2,516.58, PRCLAIM000143 in the amount of \$28,945.98, PRCLAIM000144 in the amount of \$32,395.23, PRCLAIM000145 in the amount of \$28,545.86, PRCLAIM000146 in the amount of \$2,516.58 and PRCLAIM000147 in the amount of \$26,162.38.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

- 16. Motion to approve the Docket of Claims (DKT23017-DKY23042) in the amount of \$288,545.01.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the Docket of Claims (DKT23017-DKT23042) in the amount of \$288,545.01.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark.

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

# Invoice

## Chiniche Engineering & Surveying

407 HWY 90  
 Bay St. Louis, MS  
 39520

228-467-6755

jason@jjc-eng.com



Date	12/23/2022
Invoice #	17-057-158

Bill To

City of Diamondhead  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525  
 Atten: Jeannie Klein, City Clerk

Project

Noma Drive Improvements

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	Noma Drive Improvements	11/28/2022	9	50.00	450.00
17-057 Dhead MS Proj. Eng.	Project Coordination	11/28/2022	0.5	75.00	37.50
17-057 Dhead MS CAD Tech	Noma Drive Improvements	11/29/2022	5	50.00	250.00
17-057 Dhead MS Clerical	Noma Dr-Tidelands Amended Grant	11/29/2022	1	43.00	43.00
17-057 Dhead MS CAD Tech	Noma Drive Improvements	11/30/2022	9	50.00	450.00
17-057 Dhead MS Proj. Eng.	Project Coordination	11/30/2022	0.5	75.00	37.50
17-057 Dhead MS Clerical	Noma Dr-Tidelands Amended Grant	11/30/2022	1	43.00	43.00
17-057 Dhead MS CAD Tech	Noma Drive Improvements	12/1/2022	7.5	50.00	375.00
17-057 Dhead MS Proj. Eng.	Project Coordination	12/1/2022	1	75.00	75.00
17-057 Dhead MS Clerical	Noma Dr-Tidelands Amended Grant	12/1/2022	0.25	43.00	10.75
17-057 Dhead MS CAD Tech	Noma Dr Improvements Ph2	12/2/2022	4	50.00	200.00
17-057 Dhead MS PE	Project Coordination	12/2/2022	0.5	97.00	48.50
17-057 Dhead MS CAD Tech	Noma Dr Improvements Ph2	12/5/2022	9	50.00	450.00
17-057 Dhead MS PE	Project Coordination	12/5/2022	0.5	97.00	48.50
17-057 Dhead MS CAD Tech	Noma Dr Improvements Ph2	12/6/2022	4.5	50.00	225.00
17-057 Dhead MS PE	Project Coordination	12/8/2022	2	97.00	194.00
17-057 Dhead MS CAD Tech	Noma Drive Phase 1-2	12/9/2022	3	50.00	150.00
17-057 Dhead MS PE	Project Coordination	12/9/2022	0.5	97.00	48.50
17-057 Dhead MS CAD Tech	Noma Drive Phase 1-2	12/12/2022	0.5	50.00	25.00
17-057 Dhead MS PE	Project Coordination	12/12/2022	2	97.00	194.00
17-057 Dhead MS CAD Tech	Noma Drive Phase 1-2	12/13/2022	4.5	50.00	225.00
17-057 Dhead MS CAD Tech	Noma Drive Phase 1-2	12/14/2022	9	50.00	450.00
17-057 Dhead MS PE	Project Coordination	12/14/2022	1.5	97.00	145.50
17-057 Dhead MS CAD Tech	Noma Drive Phase 1-2	12/15/2022	7	50.00	350.00
17-057 Dhead MS PE	Project Coordination	12/15/2022	2	97.00	194.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

Item No.2.

# Invoice

## Chiniche Engineering & Surveying

407 HWY 90  
Bay St. Louis, MS  
39520

228-467-6755

jason@jjc-eng.com



Date	12/23/2022
Invoice #	17-057-158

Bill To

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
Atten: Jeannie Klein, City Clerk

Project

Noma Drive Improvements

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	Noma Drive Improvements PH1-2	12/16/2022	1	50.00	50.00
17-057 Dhead MS PE	Project Coordination	12/16/2022	0.5	97.00	48.50
17-057 Dhead MS PE	Project Coordination	12/19/2022	1.5	97.00	145.50
17-057 Dhead MS CAD Tech	Noma Dr Phase 1	12/19/2022	2	50.00	100.00

3% Transaction fee for all credit/debit payments.  
1% Service Charge on all accounts over 30 days

**Balance Due** \$5,063.75



**Invoice****Chiniche Engineering  
& Surveying**

407 HWY 90  
Bay St. Louis, MS  
39520

228-467-6755

jason@jjc-eng.com



Date	12/23/2022
Invoice #	17-057-159

Bill To

City of Diamondhead  
5000 Diamondhead Circle  
Atten: Jeanne Klein, MS

Project

Noma Dredging

Item	Description	Serviced	Qty	Rate	Amount
Senior Project Manager	Noma Drive Utility Map	11/7/2022	0.25	145.00	36.25
17-057 Dhead MS CAD Tech	Noma Dredging	11/15/2022	1	50.00	50.00
17-057 Dhead MS CAD Tech	Noma Dredging	11/16/2022	1	50.00	50.00
17-057-002 Cad Technician	plan updates	11/18/2022	2	48.43	96.86
17-057-2021 Cad	Noma Dredging-set up sheets/begin cross-sections	12/5/2022	0.5	70.00	35.00
17-057-2021 Project Engineer	Project Coordination	12/5/2022	0.5	95.00	47.50
17-057-2021 Cad	Noma Dredging-set up sheets/begin cross-sections	12/6/2022	3	70.00	210.00
Drafting	Noma Dredging	12/8/2022	1	75.00	75.00
17-057-2021 RPR	Noma Dredging Hydro	12/8/2022	6	75.00	450.00
17-057-2021 Professional Land S	Noma Dredging-review data and calcs	12/8/2022	1	98.00	98.00
17-057-2021 Survey Crew Chief	Hydro TOPO Noma	12/8/2022	6	68.00	408.00
17-057-2021 Project Engineer	Project Coordination	12/8/2022	1	95.00	95.00
17-057-2021 Cad	Noma Dredging	12/12/2022	7.5	70.00	525.00
17-057-2021 Cad	Noma Dredging	12/15/2022	2	70.00	140.00
17-057-2021 Project Engineer	Project Coordination	12/15/2022	0.5	95.00	47.50
17-057-2021 Cad	Noma Dredging	12/16/2022	3	70.00	210.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

\$2,574.11

December 12, 2022

Mr. Jon McCraw  
City Manager  
City of Diamondhead  
5300 Diamondhead Circle  
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)  
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements  
DE Invoice No.: 730-1001-27

Dear Mr. McCraw:

Attached please find Invoice No. 27 for professional services on the above referenced project in the amount of **\$6,058.75** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING



L. Bruce Newton, P.E., M.B.A.  
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

December 12, 2022  
 Project No: B7301001.000  
 Invoice No: 27

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 30, 2022 to November 26, 2022**

Phase 003 Beaux Vue Ph. 2 Drainage Improvements  
 Task 20 Design

**Professional Personnel**

	Hours	Rate	Amount	
Prine, Michael	21.00	90.00	1,890.00	
Stein, John	28.75	145.00	4,168.75	
Totals	49.75		6,058.75	
<b>Total Labor</b>				<b>6,058.75</b>
		<b>Total this Task</b>		<b>\$6,058.75</b>
		<b>Total this Phase</b>		<b>\$6,058.75</b>

**Billings to Date**

	Current	Prior	Total	
Fee	0.00	4,345.00	4,345.00	
Labor	6,058.75	9,117.50	15,176.25	
<b>Totals</b>	<b>6,058.75</b>	<b>13,462.50</b>	<b>19,521.25</b>	
			<b>Total this Invoice</b>	<b>\$6,058.75</b>

Project B7301001.000 Diamondhead Master Services Agreement 21 Invoice 27

# Billing Backup

Monday, December 12, 2022

Digital Engineering & Imaging, Inc.

Invoice 27 Dated 12/12/2022

3:27:12 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Phase 003 Beaux Vue Ph. 2 Drainage Improvements

Task 20 Design

### Professional Personnel

			Hours	Rate	Amount	
0052	50 - Prine, Michael	11/8/2022	6.00	90.00	540.00	
0052	50 - Prine, Michael	11/9/2022	9.00	90.00	810.00	
0052	50 - Prine, Michael	11/14/2022	6.00	90.00	540.00	
0111	35 - Stein, John	10/31/2022	.50	145.00	72.50	
0111	35 - Stein, John	11/1/2022	1.00	145.00	145.00	
0111	35 - Stein, John	11/2/2022	2.00	145.00	290.00	
0111	35 - Stein, John	11/3/2022	4.50	145.00	652.50	
0111	35 - Stein, John	11/7/2022	.25	145.00	36.25	
0111	35 - Stein, John	11/8/2022	1.00	145.00	145.00	
0111	35 - Stein, John	11/9/2022	1.00	145.00	145.00	
0111	35 - Stein, John	11/10/2022	1.00	145.00	145.00	
0111	35 - Stein, John	11/11/2022	1.50	145.00	217.50	
0111	35 - Stein, John	11/14/2022	3.50	145.00	507.50	
0111	35 - Stein, John	11/15/2022	1.50	145.00	217.50	
0111	35 - Stein, John	11/17/2022	3.00	145.00	435.00	
0111	35 - Stein, John	11/21/2022	3.00	145.00	435.00	
0111	35 - Stein, John	11/22/2022	4.00	145.00	580.00	
0111	35 - Stein, John	11/23/2022	1.00	145.00	145.00	
	Totals		49.75		6,058.75	
	<b>Total Labor</b>					<b>6,058.75</b>
				<b>Total this Task</b>		<b>\$6,058.75</b>
				<b>Total this Phase</b>		<b>\$6,058.75</b>
				<b>Total this Project</b>		<b>\$6,058.75</b>
				<b>Total this Report</b>		<b>\$6,058.75</b>



DIGITAL ENGINEERING & IMAGING, INC.

December 12, 2022

Mr. Jon McCraw  
City Manager  
City of Diamondhead  
5300 Diamondhead Circle  
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)  
Work Assignment No. 4 Roadway Improvements Phase 4  
DE Invoice No.: 730-1001-28

Dear Mr. McCraw:  
Attached please find Invoice No. 28 for professional services on the above referenced project in the amount of **\$8,600.00** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

L. Bruce Newton, P.E., M.B.A.  
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures



**Digital Engineering & Imaging, Inc.**

City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

December 14, 2022  
 Project No: B7301001.000  
 Invoice No: 28

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 30, 2022 to November 26, 2022**

Phase 004 Roadway Improvements Phase 4  
 Task 40 Construction Administration  
**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Admin	12,750.00	90.3922	11,525.00	6,525.00	5,000.00
<b>Total Fee</b>	<b>12,750.00</b>		<b>11,525.00</b>	<b>6,525.00</b>	<b>5,000.00</b>
<b>Total Fee</b>					<b>5,000.00</b>
<b>Total this Task</b>					<b>\$5,000.00</b>

Task 45 Resident Inspection

**Professional Personnel**

	Hours	Rate	Amount	
Boynes, Clinton	42.00	75.00	3,150.00	
Pohlmann, Jason	6.00	75.00	450.00	
Totals	48.00		3,600.00	
<b>Total Labor</b>				<b>3,600.00</b>
<b>Total this Task</b>				<b>\$3,600.00</b>
<b>Total this Phase</b>				<b>\$8,600.00</b>

**Billings to Date**

	Current	Prior	Total	
Fee	5,000.00	54,400.00	59,400.00	
Labor	3,600.00	4,612.50	8,212.50	
<b>Totals</b>	<b>8,600.00</b>	<b>59,012.50</b>	<b>67,612.50</b>	
<b>Total this Invoice</b>				<b>\$8,600.00</b>

Project B7301001.000 Diamondhead Master Services Agreement 21 Invoice 28

# Billing Backup

Wednesday, December 14, 2022

Digital Engineering & Imaging, Inc.

Invoice 28 Dated 12/14/2022

2:23:46 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

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Phase 004 Roadway Improvements Phase 4

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Task 45 Resident Inspection

### Professional Personnel

			Hours	Rate	Amount		
0143	80 - Boynes, Clinton	10/31/2022	10.00	75.00	750.00		
0143	80 - Boynes, Clinton	11/1/2022	10.00	75.00	750.00		
0143	80 - Boynes, Clinton	11/2/2022	10.00	75.00	750.00		
0143	80 - Boynes, Clinton	11/3/2022	7.00	75.00	525.00		
0143	80 - Boynes, Clinton	11/4/2022	3.00	75.00	225.00		
0143	80 - Boynes, Clinton	11/16/2022	2.00	75.00	150.00		
0167	60 - Pohlmann, Jason	11/3/2022	3.00	75.00	225.00		
0167	60 - Pohlmann, Jason	11/4/2022	3.00	75.00	225.00		
Totals			48.00		3,600.00		
<b>Total Labor</b>						<b>3,600.00</b>	
						<b>Total this Task</b>	<b>\$3,600.00</b>
						<b>Total this Phase</b>	<b>\$3,600.00</b>
						<b>Total this Project</b>	<b>\$3,600.00</b>
						<b>Total this Report</b>	<b>\$3,600.00</b>

**City of Diamondhead**  
**RENEWAL: Contract for Professional Services for FY 2023**

**SCOPE OF WORK**

**Economic Development Support and Grant Procurement and Administration**

Economic Development Support

- Attend City Council meetings or department meetings for reporting purposes and as requested.
- Liaison with state and federal partners on economic development efforts as requested. This may include travel by City officials for educational purposes related to economic development priorities.

Federal and State Financial Assistance – Grant Procurement and Administration

- Research grant opportunities as directed by the City.
- Prepare grant applications and submit to funding sources as directed by the City.
- Provide administrative services as prescribed by individual funding sources, from award acceptance through close-out. This may include preparing financial reports, contractor monitoring, etc. In the event administrative costs are allowable under a grant award, the City will only be responsible for costs that exceed what the grant covers.

**STANDARD TERMS & CONDITIONS**

**SECTION 1.** Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

**SECTION 2.** Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 3.** Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 4.** Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

**SECTION 5.** Compensation. The Client will enter into a one-year contract (renewable) with SMPDD. SMPDD will provide these services on a time and materials basis using a fee of \$75.00 plus reimbursable costs incurred. The level of effort and completion schedule of each item of work will be as mutually agreed. SMPDD estimates the initial costs for the base items of this proposal to be on the order of \$6,000.00, with the additional items adding to the overall cost of the contract accordingly. SMPDD will not exceed the initial fee amount without prior written approval. Expenses under this contract may also include travel by City officials for educational and advocacy purposes related to the City's economic development priorities. Any application/administrative costs included/allowed in a grant budget will be paid to SMPDD outside of this contract. Any grant that does not allow for

application/administrative costs will be administered by SMPDD under the scope of work and fee of this contract. Invoices will be submitted monthly for charges incurred.

**SECTION 6.** Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

**SECTION 7.** Records. All documents produced for this contract will be property of the Client.

**SECTION 8.** Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

**SECTION 9.** Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

**SECTION 10.** Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Jon McCraw, City Manager  
City of Diamondhead, MS

\_\_\_\_\_  
Leonard Bentz, Executive Director  
Southern Mississippi Planning & Development  
District





City of Diamondhead, MS

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT08724 - Adjustment Packet from POPKT03525 - PO Carryover F

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000079	BUDGET 2022-2023	Fiscal Close Adjustment - POPKT03525 - PO Carryove	12/21/2022

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">001-140-601.00</a>	Professional Fees - Consulting	APPLICATION DEVELOPMENT AND BCA (TASK	33,300.00	25,000.00	58,300.00
October: 2,083.33	January: 2,083.33	April: 2,083.33	July: 2,083.33		
November: 2,083.33	February: 2,083.33	May: 2,083.33	August: 2,083.33		
December: 2,083.33	March: 2,083.33	June: 2,083.33	September: 2,083.37		
<a href="#">001-140-601.00</a>	Professional Fees - Consulting	DISASTER ASSISTANCE Adjustment	33,300.00	33,223.75	66,523.75
October: 2,768.65	January: 2,768.65	April: 2,768.65	July: 2,768.65		
November: 2,768.65	February: 2,768.65	May: 2,768.65	August: 2,768.65		
December: 2,768.65	March: 2,768.65	June: 2,768.65	September: 2,768.60		
<a href="#">001-140-601.00</a>	Professional Fees - Consulting	AMENDMENT #01 Adjustment	33,300.00	1,392.50	34,692.50
October: 116.04	January: 116.04	April: 116.04	July: 116.04		
November: 116.04	February: 116.04	May: 116.04	August: 116.04		
December: 116.04	March: 116.04	June: 116.04	September: 116.06		
<a href="#">001-140-601.00</a>	Professional Fees - Consulting	MITIGATION CONSULTING SERVICES (TASK OR	33,300.00	5,662.50	38,962.50
October: 471.88	January: 471.88	April: 471.88	July: 471.88		
November: 471.88	February: 471.88	May: 471.88	August: 471.88		
December: 471.88	March: 471.88	June: 471.88	September: 471.82		
<a href="#">001-140-602.00</a>	Professional Fees - Engineering	TRAFFIC IMPACT STUDY - STOP SIGN ANALYSIS	0.00	5,250.00	5,250.00
October: 437.50	January: 437.50	April: 437.50	July: 437.50		
November: 437.50	February: 437.50	May: 437.50	August: 437.50		
December: 437.50	March: 437.50	June: 437.50	September: 437.50		
<a href="#">001-140-621.00</a>	Printing & Binding	LAMINATED MAPS Adjustment	3,000.00	125.00	3,125.00
October: 10.42	January: 10.42	April: 10.42	July: 10.42		
November: 10.42	February: 10.42	May: 10.42	August: 10.42		
December: 10.42	March: 10.42	June: 10.42	September: 10.38		
<a href="#">001-140-621.00</a>	Printing & Binding	YARD SIGNS PADDLE PARADISE Adjustment	3,000.00	135.00	3,135.00
October: 11.25	January: 11.25	April: 11.25	July: 11.25		
November: 11.25	February: 11.25	May: 11.25	August: 11.25		
December: 11.25	March: 11.25	June: 11.25	September: 11.25		
<a href="#">001-140-621.00</a>	Printing & Binding	CITY MANAGER BUSINESS CARDS - 500 Adjust	3,000.00	40.00	3,040.00
October: 3.33	January: 3.33	April: 3.33	July: 3.33		
November: 3.33	February: 3.33	May: 3.33	August: 3.33		
December: 3.33	March: 3.33	June: 3.33	September: 3.37		
<a href="#">001-280-601.00</a>	Professional Fees - Consulting	PHASE 3 -- DEVELOP REPORT AND APPENDIX	86,000.00	4,800.00	90,800.00
October: 400.00	January: 400.00	April: 400.00	July: 400.00		
November: 400.00	February: 400.00	May: 400.00	August: 400.00		
December: 400.00	March: 400.00	June: 400.00	September: 400.00		
<a href="#">001-280-621.00</a>	Printing & Binding	MAP -36 X 40 Adjustment	1,000.00	36.00	1,036.00
October: 3.00	January: 3.00	April: 3.00	July: 3.00		
November: 3.00	February: 3.00	May: 3.00	August: 3.00		
December: 3.00	March: 3.00	June: 3.00	September: 3.00		
<a href="#">001-280-621.00</a>	Printing & Binding	BUILDING DEPT - MIN SQUARE FOOTAGE PAR	1,000.00	36.00	1,036.00
October: 3.00	January: 3.00	April: 3.00	July: 3.00		
November: 3.00	February: 3.00	May: 3.00	August: 3.00		
December: 3.00	March: 3.00	June: 3.00	September: 3.00		
<a href="#">001-280-621.00</a>	Printing & Binding	CITY MAP Adjustment	1,000.00	36.00	1,036.00
October: 3.00	December: 3.00	February: 3.00	April: 3.00		
November: 3.00	January: 3.00	March: 3.00	May: 3.00		



Budget Adjustment Register

cket: GLPKT08724 - Adjustment Packet from POPKT03525 - PO Carryover F

June:	3.00	July:	3.00	August:	3.00	September:	3.00		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	LATCH Adjustment			20,000.00	45.92	20,045.92	
October:	3.83	January:	3.83	April:	3.83	July:	3.83		
November:	3.83	February:	3.83	May:	3.83	August:	3.83		
December:	3.83	March:	3.83	June:	3.83	September:	3.79		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	DRAIN VALVE Adjustment			20,000.00	21.72	20,021.72	
October:	1.81	January:	1.81	April:	1.81	July:	1.81		
November:	1.81	February:	1.81	May:	1.81	August:	1.81		
December:	1.81	March:	1.81	June:	1.81	September:	1.81		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	CHAINSAW BLADES Adjustment			20,000.00	149.75	20,149.75	
October:	12.48	January:	12.48	April:	12.48	July:	12.48		
November:	12.48	February:	12.48	May:	12.48	August:	12.48		
December:	12.48	March:	12.48	June:	12.48	September:	12.47		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	DRAIN VALVE Adjustment			20,000.00	21.72	20,021.72	
October:	1.81	January:	1.81	April:	1.81	July:	1.81		
November:	1.81	February:	1.81	May:	1.81	August:	1.81		
December:	1.81	March:	1.81	June:	1.81	September:	1.81		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	LATCH Adjustment			20,000.00	46.00	20,046.00	
October:	3.83	January:	3.83	April:	3.83	July:	3.83		
November:	3.83	February:	3.83	May:	3.83	August:	3.83		
December:	3.83	March:	3.83	June:	3.83	September:	3.87		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	LATCH Adjustment			20,000.00	46.00	20,046.00	
October:	3.83	January:	3.83	April:	3.83	July:	3.83		
November:	3.83	February:	3.83	May:	3.83	August:	3.83		
December:	3.83	March:	3.83	June:	3.83	September:	3.87		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	BLADES AND SUPPLIES Adjustment			20,000.00	576.59	20,576.59	
October:	48.05	January:	48.05	April:	48.05	July:	48.05		
November:	48.05	February:	48.05	May:	48.05	August:	48.05		
December:	48.05	March:	48.05	June:	48.05	September:	48.04		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	BOWL Adjustment			20,000.00	47.95	20,047.95	
October:	4.00	January:	4.00	April:	4.00	July:	4.00		
November:	4.00	February:	4.00	May:	4.00	August:	4.00		
December:	4.00	March:	4.00	June:	4.00	September:	3.95		
<a href="#">001-301-571.00</a>		Repairs & Maintenance - Equip	BOWL Adjustment			20,000.00	47.95	20,047.95	
October:	4.00	January:	4.00	April:	4.00	July:	4.00		
November:	4.00	February:	4.00	May:	4.00	August:	4.00		
December:	4.00	March:	4.00	June:	4.00	September:	3.95		
<a href="#">001-301-602.00</a>		Professional Fees - Engineering	CULVERT REPLACEMENT Adjustment			106,000.00	8,000.00	114,000.00	
October:	666.67	January:	666.67	April:	666.67	July:	666.67		
November:	666.67	February:	666.67	May:	666.67	August:	666.67		
December:	666.67	March:	666.67	June:	666.67	September:	666.63		
<a href="#">001-301-602.00</a>		Professional Fees - Engineering	SUBDIVISION REGULATIONS UPDATE Adjustm			106,000.00	4,565.00	110,565.00	
October:	380.42	January:	380.42	April:	380.42	July:	380.42		
November:	380.42	February:	380.42	May:	380.42	August:	380.42		
December:	380.42	March:	380.42	June:	380.42	September:	380.38		
<a href="#">001-301-602.00</a>		Professional Fees - Engineering	17-057 BAYOU DR KAYAK LAUNCH -- CONSTR			106,000.00	321.90	106,321.90	
October:	26.82	January:	26.82	April:	26.82	July:	26.82		
November:	26.82	February:	26.82	May:	26.82	August:	26.82		
December:	26.82	March:	26.82	June:	26.82	September:	26.88		
<a href="#">001-301-602.00</a>		Professional Fees - Engineering	CULVERT REHABILITATION-- MAKIKI DRIVE AN			106,000.00	2,079.00	108,079.00	
October:	173.25	January:	173.25	April:	173.25	July:	173.25		
November:	173.25	February:	173.25	May:	173.25	August:	173.25		
December:	173.25	March:	173.25	June:	173.25	September:	173.25		
<a href="#">001-301-635.00</a>		Professional Fees - R&M Outsi	MAST LIGHT POLE REPAIR Adjustment			30,000.00	15,550.00	45,550.00	
October:	1,295.83	January:	1,295.83	April:	1,295.83	July:	1,295.83		
November:	1,295.83	February:	1,295.83	May:	1,295.83	August:	1,295.83		
December:	1,295.83	March:	1,295.83	June:	1,295.83	September:	1,295.87		

**Budget Adjustment Register**

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001-301-917.00

Capital Outlay - Mobile Equipm	ZERO TURN MOWERS Adjustment	7,000.00	29,622.44	36,622.44
October: 2,468.54	January: 2,468.54	April: 2,468.54	July: 2,468.54	
November: 2,468.54	February: 2,468.54	May: 2,468.54	August: 2,468.54	
December: 2,468.54	March: 2,468.54	June: 2,468.54	September: 2,468.50	

117-301-602.00

Professional Fees - Engineering	CONSTRUCTION ADMINISTRATION Adjustmen	0.00	526.81	526.81
October: 43.90	January: 43.90	April: 43.90	July: 43.90	
November: 43.90	February: 43.90	May: 43.90	August: 43.90	
December: 43.90	March: 43.90	June: 43.90	September: 43.91	

190-000-602.00

Professional Fees - Engineering	TASK 4 -- DESIGN PLANS AND SPECIFICATIONS	60,010.00	32,982.50	92,992.50
October: 2,748.54	January: 2,748.54	April: 2,748.54	July: 2,748.54	
November: 2,748.54	February: 2,748.54	May: 2,748.54	August: 2,748.54	
December: 2,748.54	March: 2,748.54	June: 2,748.54	September: 2,748.56	

190-000-602.00

Professional Fees - Engineering	TASK 5 -- BIDDING Adjustment	60,010.00	6,000.00	66,010.00
October: 500.00	January: 500.00	April: 500.00	July: 500.00	
November: 500.00	February: 500.00	May: 500.00	August: 500.00	
December: 500.00	March: 500.00	June: 500.00	September: 500.00	

190-000-602.00

Professional Fees - Engineering	TASK 2 -- GEOTECHNICAL INVESTIGATIONS AN	60,010.00	15,010.00	75,020.00
October: 1,250.83	January: 1,250.83	April: 1,250.83	July: 1,250.83	
November: 1,250.83	February: 1,250.83	May: 1,250.83	August: 1,250.83	
December: 1,250.83	March: 1,250.83	June: 1,250.83	September: 1,250.87	

190-000-602.00

Professional Fees - Engineering	MAKIKI DRAINAGE PROJECT Adjustment	60,010.00	89,860.87	149,870.87
October: 7,488.41	January: 7,488.41	April: 7,488.41	July: 7,488.41	
November: 7,488.41	February: 7,488.41	May: 7,488.41	August: 7,488.41	
December: 7,488.41	March: 7,488.41	June: 7,488.41	September: 7,488.36	

190-000-602.00

Professional Fees - Engineering	TASK 3 -- PERMITTING Adjustment	60,010.00	5,960.00	65,970.00
October: 496.67	January: 496.67	April: 496.67	July: 496.67	
November: 496.67	February: 496.67	May: 496.67	August: 496.67	
December: 496.67	March: 496.67	June: 496.67	September: 496.63	

Budget Adjustment Register

Packet: GLPKT08724 - Adjustment Packet from POPKT03525 - PO Carryover F

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022-2023	BUDGET 2022-2023	<a href="#">001-140-601.00</a>	Professional Fees - Consulting	33,300.00	65,278.75	98,578.75
		<a href="#">001-140-602.00</a>	Professional Fees - Engineering	0.00	5,250.00	5,250.00
		<a href="#">001-140-621.00</a>	Printing & Binding	3,000.00	300.00	3,300.00
		<a href="#">001-280-601.00</a>	Professional Fees - Consulting	86,000.00	4,800.00	90,800.00
		<a href="#">001-280-621.00</a>	Printing & Binding	1,000.00	108.00	1,108.00
		<a href="#">001-301-571.00</a>	Repairs & Maintenance - Equipme	20,000.00	1,003.60	21,003.60
		<a href="#">001-301-602.00</a>	Professional Fees - Engineering	106,000.00	14,965.90	120,965.90
		<a href="#">001-301-635.00</a>	Professional Fees - R&M Outside S	30,000.00	15,550.00	45,550.00
		<a href="#">001-301-917.00</a>	Capital Outlay - Mobile Equipment	7,000.00	29,622.44	36,622.44
		<a href="#">117-301-602.00</a>	Professional Fees - Engineering M	0.00	526.81	526.81
		<a href="#">190-000-602.00</a>	Professional Fees - Engineering	60,010.00	149,813.37	209,823.37
			<b>2022-2023 Total:</b>	<b>346,310.00</b>	<b>287,218.87</b>	<b>633,528.87</b>
			<b>Grand Total:</b>	<b>346,310.00</b>	<b>287,218.87</b>	<b>633,528.87</b>

Budget Adjustment Register

cket: GLPKT08724 - Adjustment Packet from POPKT03525 - PO Carryover F

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022-2023 - BUDGET 2022-2023 Fiscal: 2022-2023			
001	286,300.00	136,878.69	423,178.69
117	0.00	526.81	526.81
190	60,010.00	149,813.37	209,823.37
<b>Budget Code 2022-2023 Total:</b>	<b>346,310.00</b>	<b>287,218.87</b>	<b>633,528.87</b>
<b>Grand Total:</b>	<b>346,310.00</b>	<b>287,218.87</b>	<b>633,528.87</b>

2023-107

Item No.8.

**EXHIBIT "A"**  
**ENGINEER' PROPOSAL**



## EXHIBIT "B"

### SCOPE OF SERVICES

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit "C" for format.)

EXHIBIT "C"

WORK ASSIGNMENT

CITY OF DIAMONDHEAD  
WORK ASSIGNMENT  
NO \_\_\_\_\_

ENGINEER'S PROJECT NUMBER: - 17-057 Canal Dredging Improvements Project

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead Mississippi and Chiniche Engineering & Surveying on the 29<sup>th</sup> day of October 2021.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

- 1. Design phase (including permit coordination), bid phase and construction phase services.

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after October 28, 2024.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until insert Work Assignment Termination date here, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be \_\_\_\_\_ %

KEYPERSONNEL

{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT.}}}

CITY

CONSULTANT PROJECT MANAGER:  
(Certified as a Professional Engineer to do business in the State of Mississippi)

PROGRESS SCHEDULE

{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}

MAXIMUM ALLOWABLE COST {Delete the other cost methods not used}

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$344,150.00 \_\_\_\_\_ (Total of all Charges) without the prior written consent of both parties.

The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145.00
Alex Bertagnolli	Senior Cad	90.00

Both parties hereto represent that they have authority to enter into Work Assignment No. \_\_\_\_\_, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

City of Diamondhead

\_\_\_\_\_  
Authorized Signature

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## EXHIBIT "D" FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment 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 Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

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

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

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

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

### **Direct costs:**

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

### **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 B" to this Agreement.



**EXHIBIT "E"**

**SAMPLE INVOICE**  
 [Labor-Hour/Unit Cost]

City of Diamondhead  
 Attn: Finance Department  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

Date \_\_\_\_\_

Invoice No. 0000  
 Period \_\_\_\_\_, 20\_\_\_\_ Through \_\_\_\_\_-20\_\_\_\_

**PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT**

Engineer's Project No \_\_\_\_\_ Mississippi

City Work Assignment No. \_\_\_\_\_

Engineer: \_\_\_\_\_

-----:  
 -

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$ _____	\$ _____	\$ _____
Direct Costs **	\$ _____	\$ _____	\$ _____
Project Total	\$ _____	\$ _____	\$ _____
Amount Due this Invoice			\$ _____

**NOTE:**

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMAT

**SUPPORTING DATA (Sample Only)**

Engineer's Project No \_\_\_\_\_

Hancock County

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Cost to Date
John P. Public Jr. <u>Engineer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Designer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Technician.</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$ 0.00/hour</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL LABOR**

Direct Costs

---

**PROJECT TOTAL**

Employee and Classification

**EXHIBIT "F"**

**PROGRESS REPORT**

MONTHLY PROJECT STATUS REPORT	
Reporting Period:	_____
City Representative:	_____
-Consultant:	- _____
Project No.:	_____
Project Description:	_____
Work Completed:	_____
Work Planned:	_____
Issues to be Addressed;	_____

Report Submitted by \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "G"

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

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

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, 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 Agreement.

2. Nondiscrimination: The Engineer, 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 sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer 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 Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement 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 agreements 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/contractor or sub-consultant/sub-contractor 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 Engineer shall report all suspected or reported violations to the City.

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 \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 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 Clear 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 (DBE): It is the policy of the City 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 City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer 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 Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City 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.

**EXHIBIT "H"****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 Agreement 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 Agreement.
- (2) The Engineer 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 of employee of Congress, or any employee of a member of Congress in connection with this Agreement, 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 Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.**



I hereby certify that I am the duly authorized representative of the Engineer 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 Engineer) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, 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 bone fide employee working solely for me or the above Engineer) 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, or any other applicable Federal or State Agency 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. \_\_\_\_ day of. \_\_\_\_\_, 20 \_\_\_\_ -

{Enter Consultant's Name}

\_\_\_\_\_  
{Print or Type}

ATTEST \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary

**EXHIBIT "I"**

**PRIME CONSULTANT / CONTRACTOR EEV  
CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, 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 the CITY 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 CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(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 the City, if requested, for the benefit of the City or this Contract.

\_\_\_\_\_  
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: \_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program 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.



MASTER SERVICE AGREEMENT RATES

<u>Classification</u>	<u>Labor Hourly Rate</u>
Principal Engineer.....	\$162.00
Senior Professional Engineer (held P.E. License minimum 10 years.....)	\$145.00
Senior Professional Engineer (held P.E. License minimum 5 years).....	\$125.00
Professional Engineer (licensed P.E.).....	\$105.00
Senior Project Manager (minimum 15 Year Experience .....	\$115.00
Project Engineer.....	\$95.00
Professional Land Surveyor.....	\$98.00
Survey Crew Chief.....	\$68.00
Instrument Person .....	\$41.00
Senior CAD Technician (minimum 15 Years Experience).....	\$90.00
Senior CAD Technician (minimum 15 Years Experience).....	\$80.00
CAD Technician .....	\$70.00
Clerical .....	\$50.00
Senior Administration (minimum 15 Years Experience).....	\$80.00
Resident Project Representative .....	\$75.00
Engineering/Specification Technician .....	\$65.00
Student Intern/Co-op.....	\$40.00
Scientist .....	\$85.00
Biologist .....	\$115.00
1 man GPS Survey Crew .....	\$150.00
2 man GPS Survey Crew .....	\$175.00
Drone (minimum charge, up to half day).....	\$350.00
Drone (more than half day to all day .....	\$475.00

**00100 ADVERTISEMENT FOR BIDS****ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by the City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, MS 39525, until **10:00 A.M.**, local time, on the day of Thursday February 9, 2023, and shall cause the bids received to be publicly opened and the bid amount read aloud for the following project:

*Noma Drive Water Front Improvements Phase 1  
City of Diamondhead  
Hancock County, Mississippi*

The Work included in the Contract shall consist primarily of the following approximate items:

Roadway and utility improvements for a new gravel surfaced road and water and sewer infrastructure.

Copies of the contract documents, including Drawings and Technical Specifications, are on file and may be examined without charge at the following locations:

1. Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS 39525
2. Chiniche Engineering & Surveying, 407 Hwy 90, Bay St. Louis, MS 39520
3. [www.diamondheadbids.com](http://www.diamondheadbids.com) (log-in registration required)

Plans and specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at [www.diamondheadbids.com](http://www.diamondheadbids.com). Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders, please contact Plan House at (228) 248-0181. No partial sets of drawings of project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer for the City of Diamondhead, Mississippi, noted in the Information for Bidders. Bids submitted shall be in letter form in a sealed envelope and outside of envelope shall be marked plainly as *Noma Drive Water Front Improvements Phase 1* and shall be addressed to *Jeannie Klein, City Clerk, City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, MS 39525* or for those interested, bids can be electronically submitted at [www.diamondheadbids.com](http://www.diamondheadbids.com) under the project page. No oral, telegraphic, telephonic, or e-mail proposals will be considered. Each bidder shall write their *Name, Address, and Certificate of Responsibility number* or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000) on the outside of the sealed envelope containing their proposal. If submitting electronically, please include this information on a cover page with your bid submission. All interpretations of drawings and specifications shall be directed to Jason Chiniche at Chiniche Engineering and Surveying via email at: [jason@jcc-eng.com](mailto:jason@jcc-eng.com). An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

The maximum allowable number of consecutive calendar days for the completion of Work (the Contract Time) is set forth in the Bid Proposal and will be included in the executed Agreement. The project will be subject to liquidated damages in the amount of THREE HUNDRED DOLLARS (\$300.00) per consecutive calendar day for each day in default after the stipulated completion date. The contract time will begin when the Contractor commences work on this project but no later than the tenth consecutive calendar day after receipt of a notice to proceed from the Owner.

The City of Diamondhead, Mississippi, reserves the right to reject any and all bids and to waive any informality in the bidding. Bids may be held by the City of Diamondhead, Mississippi, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

Each bid must be accompanied by a Bid Bond or Certified Check in an amount equal to five percent (5%) of his Base Bid, payable to the City of Diamondhead, Mississippi, as bid security. In the event that an electronic bid is submitted, a copy of the bid bond must be included with the submission. If submitting electronically, a hard copy of all bid documents must be provided within three business days if requested after the bid opening. The successful bidder shall furnish a Performance Bond and a Payment Bond each in the amount of 100% of the bid.

Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the nonresident contractor's state, then the nonresident contractor may provide a statement to that effect. Published by order of the Diamondhead City Council.

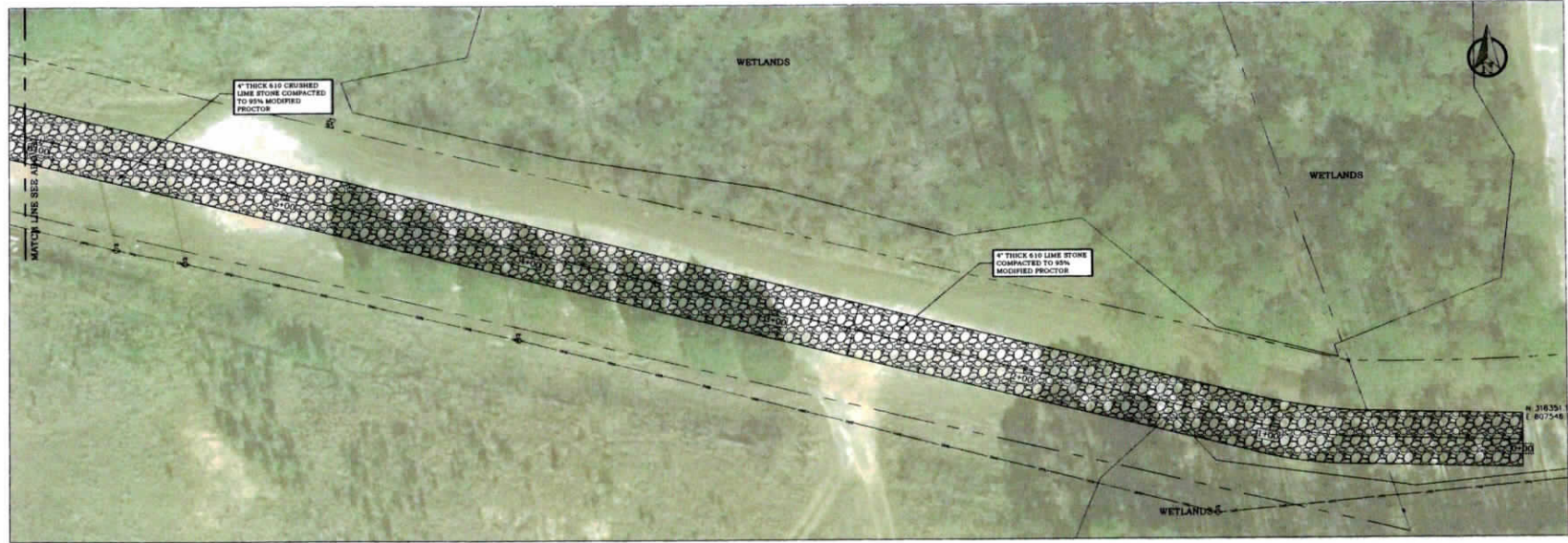
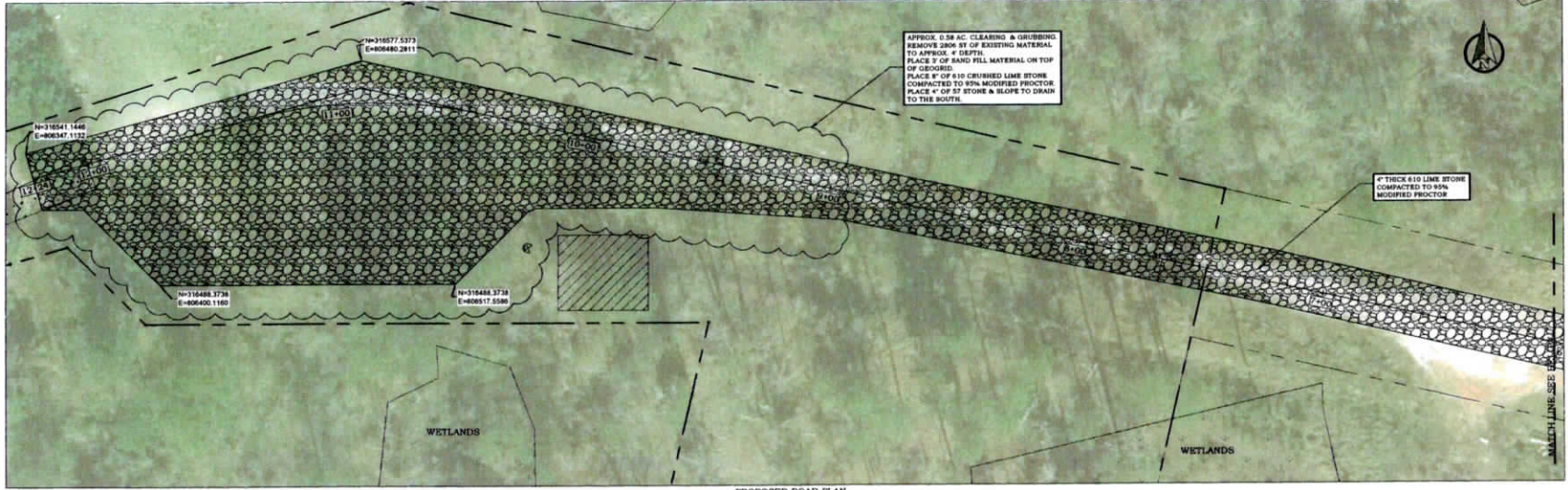
\_\_\_\_\_  
Jeannie Klein, City Clerk  
City of Diamondhead

PROOF OF PUBLICATION: The Sea Coast Echo  
Publication Dates: Wednesday, January 11, 2023  
Wednesday, January 18, 2023


END OF SECTION



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EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWING BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST CALL BY MIN 11 UTILITY LOCATED AND PHYSICALLY LOCATE AND VERTICALLY VERIFY LOCATIONS OF ALL UTILITIES.

 <p>407 Hwy. 90 Bay St. Lousia, MS, 39520 Office - (228) 467-6755 Email - jason@jg-ring.com Website - www.jg-ring.com</p>	<b>Item No.9.</b>										
	<b>OWNER INFORMATION</b>										
<p>CITY OF DIAMONDHEAD 5000 DIAMONDHEAD CIRCLE DIAMONDHEAD, MS 39525</p>											
<b>SHEET TITLE</b>	<p>NOMA DRIVE WATERFRONT IMPROVEMENTS - PHASE I ROAD IMPROVEMENTS PLAN</p>										
<b>PRELIMINARY FOR REVIEW</b>											
<table border="1"> <thead> <tr> <th>NAME</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NAME	DATE	DESCRIPTION							
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<table border="1"> <tr> <td>PROJECT NO.:</td> <td>17-402-35-B</td> </tr> <tr> <td>DATE:</td> <td>12-18-23</td> </tr> <tr> <td>DRAWN BY:</td> <td>JMC</td> </tr> <tr> <td>CHECKED BY:</td> <td>JMC</td> </tr> <tr> <td>SCALE:</td> <td>1/8"</td> </tr> </table>		PROJECT NO.:	17-402-35-B	DATE:	12-18-23	DRAWN BY:	JMC	CHECKED BY:	JMC	SCALE:	1/8"
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DATE:	12-18-23										
DRAWN BY:	JMC										
CHECKED BY:	JMC										
SCALE:	1/8"										
<p>SHEET NUMBER <b>6</b></p>											
<p>SHEET DESIGNATION <b>C-112</b></p>											



**Item No.9.**

407 Hwy. 90  
Bay St. Louis, MS. 39520

Office - (228) 467-6755  
Email - jason@jg-ring.com  
Website - www.jg-ring.com

**OWNER INFORMATION**

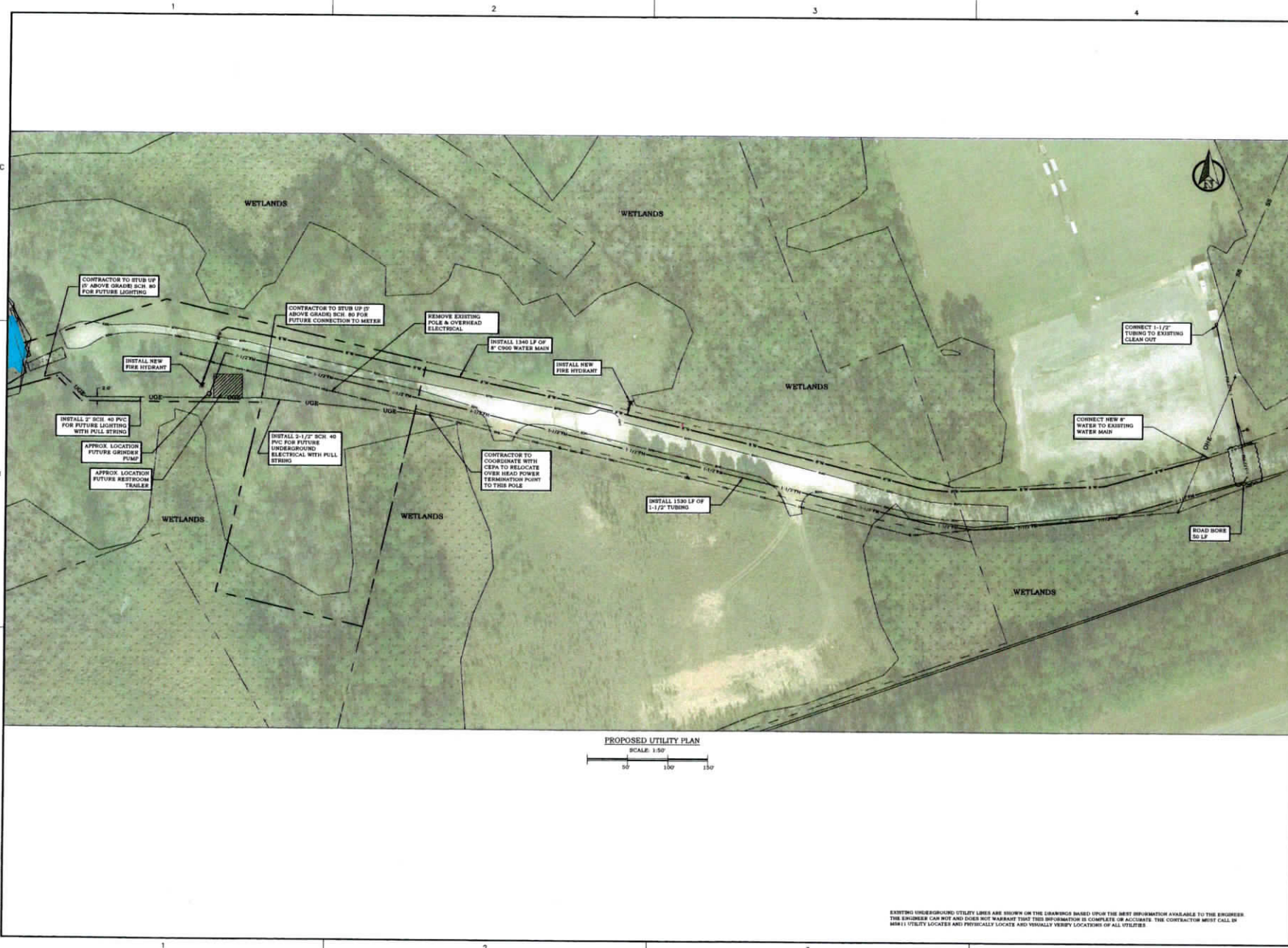
CITY OF DIAMONDHEAD  
5000 DIAMONDHEAD CIRCLE  
DIAMONDHEAD, MS 39525

**SHEET TITLE**

NOMA DRIVE WATERFRONT  
IMPROVEMENTS - PHASE I  
UTILITY PLAN

**PRELIMINARY FOR REVIEW**

DATE	DESCRIPTION
11-28-20	PROJECT NO. 17-02-06-07
11-28-20	DATE
JJ	DRAWN BY
JJ	CHECKED BY
1:50	SCALE
5	SHEET NUMBER
C-111	SHEET DESIGNATION



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EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST CALL BY MISSI UTILITY LOCATES AND PHYSICALLY LOCATE AND VISUALLY VERIFY LOCATION OF ALL UTILITIES.

**CITY OF DIAMONDHEAD  
REQUEST FOR PROPOSALS RFP2023-002  
CITY DEPOSITORY BANKING SERVICES**

The City of Diamondhead is requesting sealed proposals for City Depository Banking Services. The proposal should comply with the minimum specifications as outlined in the proposal package that may be obtained from the City Clerk, City of Diamondhead 5000 Diamondhead Circle, Diamondhead MS 39525, by email request to [jklein@diamondhead.ms.gov](mailto:jklein@diamondhead.ms.gov) or by calling 228-222-4626, Ext. 1800. Sealed proposals must be sealed and marked "2023-002 Depository Services" and may be hand delivered or mailed to the City Clerk at the above address and **MUST BE RECEIVED NO LATER THAN 10:00 a.m.** on Thursday, February 9, 2023 at which time submitting financial institutions will be named and proposals will be taken under advisement for review. Faxed or emailed proposals will not be accepted.

**Publish Dates:**

Wednesday, January 4, 2023

Wednesday, January 11, 2023



City of Diamondhead, MS

# Docket of Claims Register -

Item No. 11.

APPKT01904 - 1.3.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230343	AGJ	01/03/2023	MSP-100896	MONTHLY IT SUBSCRIPTIONS	001-140-605.00	Professional Fees - IT		2,269.10
							001-140-605.00	250.00
							001-140-605.00	1,923.60
							001-140-605.00	36.00
DKT230344	B&J PITT STOP LLC	01/03/2023	DECEMBER2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle		162.45
							001-200-570.00	45.00
							001-200-570.00	72.45
DKT230345	CADENCE EQUIPMENT FINANCE	01/03/2023	725639	COPIER LEASE AGREEMENT -- 15 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021		475.00
							001-800-830.07	38.17
DKT230346	Clyde C Scott Insurance	01/03/2023	45778	Surety - Renew Schedule Bond	001-100-625.00	Insurance	1,925.00	1,925.00
DKT230347	Custom Products Corporation	01/03/2023	382999	SIGNS	001-301-586.00	Street Signs		453.66
							001-301-586.00	78.06
DKT230348	Deep South Equipment Company	01/03/2023	N16237	FA #227 REPAIRS	001-301-571.00	Repairs & Maintenance - Equipment	1,064.16	1,064.16
DKT230349	DIAMONDHEAD COUNTRY CLUB & POA	01/03/2023	JANUARY 2023	RENTAL OF MAINTENANCE YARD -- JANUARY	001-301-640.00	Rentals	1,000.00	1,000.00



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DKT230350	Diamondhead True Value	01/03/2023	DECEMBER 2022	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	65.41	324.42
					001-301-571.00	Repairs & Maintenance - Equipment	11.77	
					001-301-571.00	Repairs & Maintenance - Equipment	29.28	
					001-301-571.00	Repairs & Maintenance - Equipment	26.28	
					001-301-571.00	Repairs & Maintenance - Equipment	36.84	
					001-301-571.00	Repairs & Maintenance - Equipment	10.16	
					001-301-571.00	Repairs & Maintenance - Equipment	45.22	
					001-301-571.00	Repairs & Maintenance - Equipment	9.49	
					001-301-571.00	Repairs & Maintenance - Equipment	3.58	
					001-301-571.00	Repairs & Maintenance - Equipment	86.39	
DKT230351	Diamondhead Water and Sewer District	01/03/2023	1/10/23 1/10/23-020	WATER	001-301-630.00	Utilities - Streetlights & Other	23.95	1,766.13
			1/10/23-021		001-140-630.00	Utilities - General	932.06	
			1/10/23-170		001-140-630.00	Utilities - General	466.03	
			1/10/23-2075		001-301-630.00	Utilities - Streetlights & Other	23.95	
			1/10/23-2080		001-301-630.00	Utilities - Streetlights & Other	248.29	
			1/10/23-830		001-301-630.00	Utilities - Streetlights & Other	23.95	
					001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT230352	Diaz Brothers Printing	01/03/2023	5233 5305 5382 5460	BBQ FEST BANNER 2x3 BBQ FESTIVAL BOARD PRINTED POSTER CITY MAP	001-653-650.00 001-140-650.00 001-100-501.00 001-280-621.00	Promotions Promotions Supplies Printing & Binding	462.00 80.00 54.00 36.00	632.00
DKT230353	Digital Engineering and Imaging Inc	01/03/2023	27 730-1001-28	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2 ROADWAY IMPROVEMENTS PHASE 4	001-301-602.00 104-301-602.00	Professional Fees - Engineering Professional Fees - Engineering	6,058.75 8,600.00	14,658.75
DKT230354	Fuelman	01/03/2023	NP63486625 NP63510425	FOR THE WEEK ENDING 12.18.22 FOR THE WEEK ENDING 12.25.22	001-200-525.00 001-280-525.00 001-200-525.00	Fuel Fuel Fuel	2,378.04 60.80 707.22	3,146.06
DKT230355	George Blair Attorney	01/03/2023	DECEMBER 2022	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	1,000.00
DKT230356	James J Chiniche PA Inc	01/03/2023	17-057-158 17-057-159	DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAUNCH/PIER NOMA DRIVE DREDGING	158-000-602.00 158-000-602.00	Professional Fees - Engineering Tidelands FY21 Professional Fees - Engineering Tidelands FY21	5,063.75 2,574.11	7,637.86



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DKT230357	Law offices of Derek R Cusick PLLC	01/03/2023	762	GENERAL MATTERS -- DECEMBER	001-140-603.00	Professional Fees - Legal	7,250.00	12,012.50
			763	PLANNING AND ZONING -- DECEMBER	001-280-603.00	Professional Fees - Legal	481.25	
			764	CITY PROSECUTOR -- DECEMBER	001-110-603.00	Professional Fees - Legal	3,000.00	
			765	LADNER VS CODH -- DECEMBER	001-280-603.00	Professional Fees - Legal	250.00	
			766	BYCHURCH VS CODH -- DECEMBER	001-280-603.00	Professional Fees - Legal	1,031.25	
DKT230358	Marvin J Bobinger III	01/03/2023	DECEMBER 2022	LOBBYING SERVICES FOR DECEMBER	001-653-601.00	Professional Fees - Consulting	4,000.00	4,000.00
DKT230359	MS Municipal Workers Compensation Group	01/03/2023	0383WC2022-3	WORKER'S COMPENSATION PREMIUM	001-140-625.00	Insurance	12,219.99	12,219.99
DKT230360	Napa of Bay St Louis	01/03/2023	DECEMBER 2022	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	63.22	863.99
					001-301-571.00	Repairs & Maintenance - Equipment	44.27	
					001-301-571.00	Repairs & Maintenance - Equipment	10.14	
					001-301-571.00	Repairs & Maintenance - Equipment	387.40	
					001-301-571.00	Repairs & Maintenance - Equipment	7.88	
					001-301-571.00	Repairs & Maintenance - Equipment	351.08	
DKT230361	South MS Business Machines Gulfport	01/03/2023	1/15/23	PAYMENT 51 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28	339.92
			428176	PER COPY CHARGE FOR DECEMBER	001-280-506.00	Copier Usage/Maintenance	58.64	
DKT230362	TEMCO of GULF COAST INC	01/03/2023	72371	FREEZER REPAIRS	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	272.58	272.58
DKT230363	ThyssenKrupp Elevator Corporation	01/03/2023	3007024294	MAINTENANCE CONTRACT FOR 2023 - QUARTER 1	001-140-681.00	Other Services & Charges	815.25	815.25
DKT230364	Tyler Technologies	01/03/2023	2023	INCODE RENEWAL	001-140-623.00	Membership Dues/Fees	41,020.00	41,020.00
DKT230365	UMB Card Services	01/03/2023	12/12/22	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	45.00	891.72
			12/15/22	ANNUAL EMPLOYEE IN SERVICE - SUPPLIES	001-140-615.00	Travel & Training	846.72	

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DKT230366	UniFirst Corporation						411.92
	01/03/2023	1530046202	UNIFORM RENTAL FOR THE WEEK ENDING 12/19/22	001-301-535.00	Uniforms	198.46	
		1530047529	UNIFORM RENTAL FOR THE WEEK ENDING 12/26/22	001-301-535.00	Uniforms	213.46	
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DKT230367	Waste Management						243.83
	01/03/2023	0783721-4768-2	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	243.83	
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DKT230368	Wright National Flood Insurance Company						1,470.00
	01/03/2023	2023	FLOOD POLICY 23 1150893480 09	001-140-625.00	Insurance	1,470.00	
						<b>Total Claims: 26</b>	<b>Total Payment Amount: 111,076.29</b>