

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 D

Council Meeting Date: **August 28, 2018**

ITEM TITLE: **RESOLUTION**
 INTRODUCED BY: **Mayor Andrew "FoFo" Gilich**
 CONTACT PERSON: **E. Michael Leonard, CAO *em***

SUMMARY EXPLANATION:

Resolution authorizing and accepting the Bid with Dan Hensarling, Inc. as the lowest and best bidder for the Small Craft Harbor Pedestrian Crosswalk, Project No. 1023

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit "A" Bid, Exhibit "B" Bid Tab, Exhibit "C" Contract

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	_____	_____	_____	Tisdale	_____	_____	_____
	Gines	_____	_____	_____	Glavan	_____	_____	_____
	Newman	_____	_____	_____	Barrett	_____	_____	_____
	Deming	_____	_____	_____				

ACTION TAKEN:

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF DAN HENSARLING, INC. AS THE
LOWEST AND BEST BIDDER FOR THE SMALL CRAFT HARBOR PEDESTRIAN
CROSSWALK, PROJECT NO. 1023.

WHEREAS, on August 8, 2018, bids were received for the Small Crafter Harbor
Pedestrian Crosswalk, Project No. 1023; and

WHEREAS, the low bidder was determined off of the combined base bid amount for
Task D-1 & E; and

WHEREAS, Dan Hensarling, Inc., submitted the apparent lowest and best bid in the
amount of \$2,398,000.00, for the construction of the Small Craft Harbor Pedestrian
Crosswalk, attached hereto as Exhibit "B"; and

WHEREAS, it is the recommendation of Mike Leonard, CAO, to accept said bid and
award a contract to DCD Construction, Inc., for Project No. 1023, Small Crafter Harbor
Pedestrian Crosswalk, in the amount of \$2,398,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the
foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor hereby accepts the bid submitted by DCD Construction,
Inc. in the amount of \$2,398,000.00 for Small Crafter Harbor Pedestrian Crosswalk, Project
No. 1023, attached hereto as Exhibit "A".

SECTION THREE: The Mayor is hereby authorized to enter into and execute the
Contract with DCD Construction, Inc., in the amount of \$2,398,000.00, attached hereto as
Exhibit "C", Small Crafter Harbor Pedestrian Crosswalk, Project No. 1023.

SECTION FOUR: After such time that all required contract documents have been executed and construction is ready to proceed, the Mayor is hereby authorized to have the Department of Engineering issue the Notice to Proceed.

SECTION FIVE This resolution shall take effect and be in force from and after its adoption.

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

RECEIVED
AL 08 2018
BY: *AF*
1358 PM

The Mayor's Office
City of Biloxi
P.O. Box 429
Biloxi, MS 39533

"Small Craft Harbor Pedestrian Overpass Project No. 1023"
To be opened on August 8, 2018 4:00pm

Small Craft Harbor Pedestrian Overpass
Project No. 1023

Certificate of Responsibility #11065-MC - Building Construction

Exhibit

"A"

Revised: 03/5/2010

**SECTION 905-A
CITY OF BILOXI PROJECT
CONTRACTOR PROPOSAL FORM**

**PROPOSAL: SMALL CRAFT HARBOR PEDESTRIAN OVERPASS
PROJECT NUMBER 1023**

BID OF: Dan Hensarling, Inc.
Contractor (corp./partnership, individual)

P.O. Box 3927

Gulfport, MS 39505
Address

Certificate of Responsibility No. 11065-MC

TO: The CITY OF BILOXI
140 Lameuse Street
P.O. Box 429
Biloxi, Mississippi 39533

TO WHOM IT MAY CONCERN:

The bidder, in compliance with your invitation for bids for the **SMALL CRAFT HARBOR PEDESTRIAN OVERPASS, PROJECT NUMBER 1023**, in accordance with these plans and specifications prepared by DALE PARTNERS ARCHITECTS P.A., having examined the Drawings, Specifications, Special Provisions, Notice(s) to Bidders, herein, and related documents, the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to do all the work and furnish all labor, materials, equipment, fuel and supplies and to construct the project in the manner specified. The bidder understands that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above and at the time set forth.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" from the CITY OF BILOXI and to fully complete the project within *Three Hundred (300)* calendar days thereafter as stipulated in the specifications.

PROPOSAL FORM – Addendum Five (Continued)

For failure to complete the work on time, the Bidder further agrees to pay liquidated damages in accordance with the Specifications, after the 300 calendar days designated for completion of the work.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

Addendum No. <u>1</u>	Dated <u>07/20/18</u>
Addendum No. <u>2</u>	Dated <u>07/24/18</u>
Addendum No. <u>3</u>	Dated <u>07/27/18</u>
Addendum No. <u>4</u>	Dated <u>07/31/18</u>
Addendum No. <u>5</u>	Dated <u>08/03/18</u>

TOTAL ADDENDA: 5

(Must agree with total addenda issued prior to opening of bid)

The Bidder understands that the CITY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, unless the City and contractor mutually agree upon a different period.

Attached hereto is a Proposal Guaranty consisting of a certified check, cashier's check or Bid Bond in the amount as required in the Advertisement (or, by law).

The bidder agrees to provide all "force account or extra work" that may be required on the basis provided in the Specifications and to give such work their personal attention in order to see that it is economically performed. Any changes from the original contract items shall be incorporated into the project by a change order.

The Bidder further proposes to execute the attached contract agreement (Section 902) and all other Proposal Documents (Section 905) as soon as the work is awarded to them and shall begin and complete the work within the time limits provided for in the Specifications and Advertisement. The Bidder also proposes to execute the attached payment and performance bond (Section 903) or other city approved form(s) in an amount not less than one hundred percent (100%) of the total of the work, but shall also guarantee the excellence of both workmanship and materials until the work is finally accepted.

The bid security/proposal guaranty attached in the form of a certified check, cashier's check or bid bond in the sum of Five percent of amount bid (5%)

PROPOSAL FORM – Addendum Five (Continued)

_____ \$ _____

_____)
is to become the property of the CITY OF BILOXI in the event the Bidder fails to execute the contract and furnish all other required security within ten (10) days after notice of award, the amount of this check (or bid bond) will be forfeited to the CITY as liquidated damages arising out of the Bidder's failure to execute the contract as proposed. It is understood that in case the Bidder is not awarded with work, the check will be returned as provided in the Specifications.

IN TESTIMONY WHEREOF, the Bidder has hereunto affixed his legal signature on this,

8th day of August, 2018.

Respectfully submitted, Dan Hensarling, Inc.

Contractors

By: 

Dan Hensarling

Title: President

Address: P.O. Box 3927

Gulfport, MS 39505

PROPOSAL FORM – Addendum Five (Continued)

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Dan Hensarling</u>	<u>P.O. Box 3927, Gulfport, MS 39505</u>
President	Address

<u>Amy Hensarling</u>	<u>P.O. Box 3927, Gulfport, MS 39505</u>
Secretary	Address

<u>Amy Hensarling</u>	<u>P.O. Box 3927, Gulfport, MS 39505</u>
Treasurer	Address

SEAL

The following is my (our) proposal:

**SMALL CRAFT HARBOR PEDESRIAN OVERPASS
PROJECT NUMBER 1023**

BASE BID

The Bidder agrees to perform all the work described in the specifications and the drawings as prepared by Dale Partners Architects, P.A. for the sum of

TWO MILLION THREE HUNDERS NINETY EIGHT THOUSAND Dollars
(\$ 2,398,000.00)*

THE ABOVE LUMP SUM PRICE INCLUDES THE FOLLOWING ALLOWANCES:

Refer to Section 012100- Allowances for additional information and requirements.

ALLOWANCE NO. 1: Security Allowance: Include the sum of \$25,000.00 for the purchase and installation of cameras, camera housings, wireless aps, antennas, electronic switches, fiber transceivers, recorders, and associated equipment for surveillance. This allowance as noted on drawings and in specifications shall be included in the Contractor's base bid.

UNIT PRICES

Refer to Section 012200 Unit Prices for additional information and requirements.

1. UNIT PRICE NO. 1: AUGER CAST GROUT PILE ADDITION: In accordance with Section 012200 Unit Prices, provide a price per linear foot per 18" diameter pile to add to the Contract Sum.

FORTY ONE DOLLARS AND TWENTY FIVE CENTS Dollars
(\$ 41.25) per linear foot. *

2. UNIT PRICE NO. 2: AUGER CAST GROUT PILE DEDUCTION: In accordance with Section 012200 Unit Prices, provide a price per linear foot per 18" diameter pile to deduct from the Contract Sum.

ELEVEN DOLLARS AND EIGHT CENTS Dollars
(\$ 11.11) per linear foot. *

PROPOSAL FORM – Addendum Five (Continued)

ALTERNATE BIDS

ALTERNATE BID NO. 1

For all work as described in Alternative Bid No. 1, ALTERNATE BIDS, I (or WE) will deduct from the Base Bid the sum of

FIFTY NINE THOUSAND Dollars

(\$ 59,000.⁰⁰)*

*In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

Revised: 4/2/01

**SECTION 905-B
CITY OF BILOXI PROJECT
NON-COLLUSION, DEBARMENT/INELIGIBLE
CERTIFICATION
(Execute in duplicate)**

State of Mississippi
County of Harrison

I, Dan Hensarling
(Name of person signing certification)

individually, and in my capacity as president of
Dan Hensarling, Inc. do hereby certify
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that
Dan Hensarling, Inc., Bidder on Project
(Name of Firm, Partnership, or Corporation)

No. 1023, in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- (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; 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;

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

- (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 Item (b) of this subsection; 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.

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

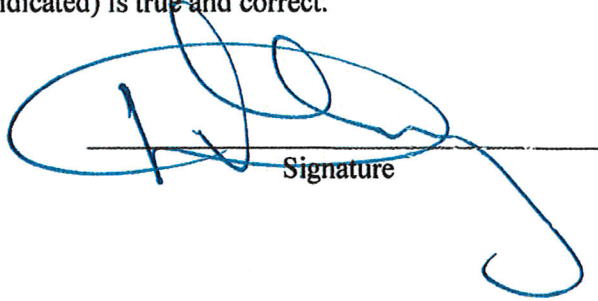
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an 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.

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite 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 bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 08/08/18


Signature

Revised: 4/2/01

**SECTION 905-B
CITY OF BILOXI PROJECT
NON-COLLUSION, DEBARMENT/INELIGIBLE
CERTIFICATION
(Execute in duplicate)**

State of Mississippi
County of Harrison

I, Dan Hensarling
(Name of person signing certification)

individually, and in my capacity as president of
Dan Hensarling, Inc. do hereby certify
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that
Dan Hensarling, Inc., Bidder on Project
(Name of Firm, Partnership, or Corporation)

No. 1023, in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- (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; 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;

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

- (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 Item (b) of this subsection; 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.

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The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

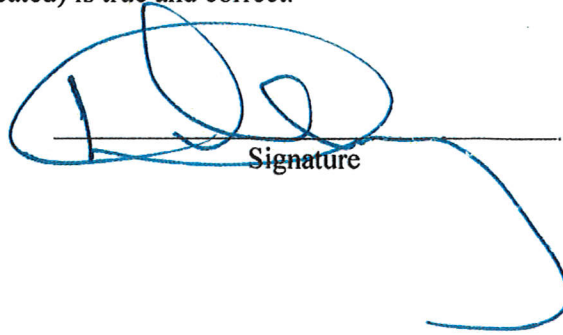
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- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an 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.

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite 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 bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 08/08/18


Signature

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dan Hensarling, Inc.
P. O. Box 3927
Gulfport, MS 39505

OWNER:

(Name, legal status and address)

City of Biloxi
140 Lameuse Street
Biloxi, MS 39530

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Small Craft Harbor Pedestrian Overpass Project No. 1023, Biloxi, Mississippi

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of August, 2018.



(Witness) Rhonda White

Dan Hensarling, Inc.

(Principal) (Seal)

By: 

(Title) Dan Hensarling, President



(Witness) Peggy Jackson

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: 

(Title) Amanda Jean Charfauros, Attorney-in-Fact

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Dan Hensarling, Inc.

OR

Project Description: Small Craft Harbor Pedestrian Overpass
Project No. 1023, Biloxi, Mississippi

Obligee: City of Biloxi

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

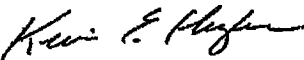
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2018



Kevin E. Hughes, Assistant Secretary



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



ID	Bidder	Certificate of Responsibility No	5% Bid Security	Add 01 Rcvd	Add 02 Rcvd	Add 03 Rcvd	Add 04 Rcvd	Add 05 Rcvd	Unit Price No. 1 (ADD)	Unit Price No. 2 (DEDUCT)	Base Bid	Alt No. 01	Total With Alternates
001	Moran Hauling, Inc. 17078 Magnolia Cove Drive Pass Christian, MS 39571	09083-MC	US Specialty	✓	✓	✓	✓	✓	✗	✗	\$ 4,481,116.00	\$ 134,305.60	\$ 4,346,810.40
002	Dan Hensarling, Inc. P.O. Box 3927 Gulfport, MS 39505	11065-MC	Travelers Casualty	✓	✓	✓	✓	✓	41.25	11.11	\$ 2,398,000.00	\$ 59,000.00	\$ 2,339,000.00
003	Gregory Construction 1447 Industrial Park Road Columbus, MS 39701	16271-MC	Western Surety	✓	✓	✓	✓	✓	✗	✗	\$ 2,893,000.00	\$ 49,600.00	\$ 2,843,400.00
004	Major Construction LLC 972 County Road 473 Sidon, MS 38954	14672-MC											No Bid
005	Necaise Brothers 21040 Coastal Parkway Gulfport, MS 39503	05004-MC											No Bid
006	Orocon Construction, LLC PO Box 1922 Biloxi, MS 39533	15577-MC	Hartford Accident & Indemnity	✓	✓	✓	✓	✓	50.60	17.00	\$ 2,615,000.00	\$ 77,000.00	\$ 2,538,000.00
007	Starks Contracting Company 1538 Poppas Ferry Road Biloxi, MS 39532	01068-MC	Travelers Casualty	✓	✓	✓	✓	✓	50.00	20.00	\$ 2,550,000.00	\$ 50,000.00	\$ 2,500,000.00
008	T.L. Wallace Construction, Inc. 4025 Hwy 35 North Columbia, MS 39429	03770-MC											No Bid
	Apparent Low Bid										\$ 2,398,000.00	\$ 49,600.00	\$ 2,339,000.00

[Signature]
 (Authorized Signature)

8.9.18
 Date

I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (having checked the Contractors' name and certificate number with the Contractor's Board at www.msdoc.state.ms.us)

Exhibit "B"

 **AIA**® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Eighth day of August in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Biloxi
140 Lameuse Street
Biloxi, Mississippi 39530

and the Contractor:
(Name, legal status, address and other information)

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

for the following Project:
(Name, location and detailed description)

Small Craft Harbor Pedestrian Overpass
Biloxi, Mississippi

The Architect:
(Name, legal status, address and other information)

Dale Partners Architects
161 Lameuse Street, Suite 201
Biloxi, Mississippi 39530

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Exhibit "C"

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all as amended and all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Contract Documents also include the Advertisement for Bid and Instructions to Bidders.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 Contractor shall, at its own expense as part of the Contract Sum, secure all licenses, furnish all labor, material, office space, tools, equipment, machinery, scaffolding, cartage, electric current for power purposes and provide all other things and personnel necessary for the full and diligent prosecution of the Work, all in compliance with applicable statutes, building codes, ordinances and regulations and in a first class workmanlike manner in strict accordance with the requirements of the Project as well as the directions of the Project Architect and to the reasonable satisfaction of the Owner. Contractor shall be responsible for supervision, coordination of its sub-trades, and for the performance of all actions reasonably required to complete the Work even if not specifically shown in the plans and specifications but can be reasonably inferred.

§ 2.3 The Contractor is required to furnish a payment and performance bond. Such bonds shall be executed by it with a fidelity or surety company authorized to transact business in Mississippi in form and amount satisfactory to the Owner. The Performance Bond shall guarantee the faithful performance of all contract obligations of this Contract. The Payment Bond shall comply with the requirements of Mississippi regarding unconditional payment bonds and assure the prompt payment of all claims of lienors and laborers. The cost of the bond shall be included within the Contract Sum.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

Init.

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User Notes:

(1714698359)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than Three Hundred (300) calendar days from the date of commencement of the Work.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Three Hundred Ninety-Eight Thousand (\$ 2,398,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1: Security Allowance: Include the sum of \$25,000.00 for the	\$25,000.00

Init.

purchase and installation of cameras, camera housings, wireless aps, antennas, electronic switches, fiber transceivers, recorders, and associated equipment for surveillance. This allowance as noted on drawings and in specifications shall be included in the Contractor's base bid

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Auger Cast Grout Pile Addition	Linear Foot	41.25
Unit Price #2: Auger Cast Grout Pile Deduction	Linear Foot	11.11

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

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User Notes:

(1714698359)

Init.

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

The Owner will retain five percent (5%) of the amount due to Contractor on account of progress payments until the work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Architect's opinion, at which time fifty percent (50%) of the retainage held to date by the Owner shall be returned to the Contractor for distribution to the appropriate subcontractors and suppliers, provided that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

(Paragraphs deleted)

Intentionally deleted.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

See Standard Addendum

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Christy LeBatard, P.E.
The City of Biloxi
Department of Engineering
214 A Delauney Street
Biloxi, MS 39530

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Dan Hensarling, President
P.O. Box 3927
Gulfport, MS 39505

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Intentionally deleted.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

.5 Drawings

Number	Title	Date
--------	-------	------

GENERAL

G-000	Cover Sheet	
G-001	Index & General Project Information	

Init.

V-xxx Survey

ARCHITECTURAL

AS-101 Site Plan
A-001 Composite Floor Plan
A-002 Composite Elevations
A-101 North Tower Floor Plans
A-102 South Tower Floor Plans
A-103 Reflected Ceiling Plans
A-201 North Tower Elevations
A-202 South Tower Elevations
A-301 Building Sections
A-321 Wall Sections
A-481 Interior Elevations
A-501 Exterior Details
A-611 Schedules, Door Types & Details
A-701 Stair Sections & Details

CIVIL

TCP-1 Traffic Control Plan
WK-3 Worksheet (site plan)
DET-1 Misc. Details (fire hydrant, tapping sleeve, thrust blocks)
DET-2 Misc. Details (expansion joint, Sewer tie-in for Mechanical drains, ADA)

MECHANICAL

M-101 HVAC Plans & Schedule

PLUMBING

P-101 Plumbing Plans, Schedules & Detail

ELECTRICAL

E-000 Electrical Legend, Site Plan & Details
E-101 Electrical Plans
E-102 Electrical Plans

STRUCTURAL

S-001 Structural Notes & Drawing Index
S-002 Structural Quality Assurance Plan
S-003 Structural Quality Assurance Plan (cont.)
S101 Foundation & Framing Plans
S201 Foundation Sections and Details
S202 Foundation Sections and Details
S203 Foundation Sections and Details
S204 Foundation Sections and Details
S301 Framing Sections and Details
S302 Framing Sections and Details
S401 Pedestrian Bridge, Truss Elevation, Sections & Details
S402 Tower Framing Elevations, Sections & Details
S403 Roof Framing Sections & Details

.6 Specifications

Init.

Section	Title	Date	Pages
Division 1 thru 49			All

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	July 20, 2018	14
Addendum #2	July 24, 2018	26
Addendum #3	July 27, 2018	10
Addendum #4	July 31, 2018	87
Addendum #5	August 3, 2018	45

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Andrew Gilich, Mayor

(Printed name and title)

CONTRACTOR (Signature)

Dan Hensarling, President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:24:39 on 08/22/2018.

PAGE 1

AGREEMENT made as of the Twenty-Eighth day of August in the year Two Thousand Eighteen

...

City of Biloxi
140 Lameuse Street
Biloxi, Mississippi 39530

...

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

...

Small Craft Harbor Pedestrian Overpass
Biloxi, Mississippi

...

Dale Partners Architects
161 Lameuse Street, Suite 201
Biloxi, Mississippi 39530

PAGE 2

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual, including Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all as amended and all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Contract Documents also include the Advertisement for Bid and Instructions to Bidders.

...

§ 2.2 Contractor shall, at its own expense as part of the Contract Sum, secure all licenses, furnish all labor, material, office space, tools, equipment, machinery, scaffolding, cartage, electric current for power purposes and provide all other things and personnel necessary for the full and diligent prosecution of the Work, all in compliance with applicable statutes, building codes, ordinances and regulations and in a first class workmanlike manner in strict accordance with the requirements of the Project as well as the directions of the Project Architect and to the reasonable

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User Notes:

(1714698359)

satisfaction of the Owner. Contractor shall be responsible for supervision, coordination of its sub-trades, and for the performance of all actions reasonably required to complete the Work even if not specifically shown in the plans and specifications but can be reasonably inferred.

§ 2.3 The Contractor is required to furnish a payment and performance bond. Such bonds shall be executed by it with a fidelity or surety company authorized to transact business in Mississippi in form and amount satisfactory to the Owner. The Performance Bond shall guarantee the faithful performance of all contract obligations of this Contract. The Payment Bond shall comply with the requirements of Mississippi regarding unconditional payment bonds and assure the prompt payment of all claims of lienors and laborers. The cost of the bond shall be included within the Contract Sum.

PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$—~~), Two Million Three Hundred Ninety-Eight Thousand (\$ 2,398,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Allowance No. 1: Security Allowance: \$25,000.00
Include the sum of \$25,000.00 for the purchase and installation of cameras, camera housings, wireless aps, antennas, electronic switches, fiber transceivers, recorders, and associated equipment for surveillance. This allowance as noted on drawings and in specifications shall be included in the Contractor's base bid

PAGE 4

<u>Unit Price #1: Auger Cast Grout Pile Addition</u>	<u>Linear Foot</u>	<u>41.25</u>
<u>Unit Price #2: Auger Cast Grout Pile Deduction</u>	<u>Linear Foot</u>	<u>11.11</u>

...

\$500.00 per day

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (~~—~~) Sixty (60) days after the Architect receives the Application for Payment.

PAGE 5

The Owner will retain five percent (5%) of the amount due to Contractor on account of progress payments until the work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Architect's opinion, at which time

fifty percent (50%) of the retainage held to date by the Owner shall be returned to the Contractor for distribution to the appropriate subcontractors and suppliers, provided that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).

PAGE 6

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below; or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

Intentionally deleted.

...

[] Other *(Specify)*

See Standard Addendum

PAGE 7

Christy LeBatard, P.E.
The City of Biloxi
Department of Engineering
214 A Delauney Street
Biloxi, MS 39530

...

Dan Hensarling, President
P.O. Box 3927
Gulfport, MS 39505

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*Intentionally deleted.

...

.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

GENERAL

G-000 Cover Sheet
G-001 Index & General Project Information
V-xxx Survey

ARCHITECTURAL

AS-101 Site Plan

A-001 Composite Floor Plan
A-002 Composite Elevations
A-101 North Tower Floor Plans
A-102 South Tower Floor Plans
A-103 Reflected Ceiling Plans
A-201 North Tower Elevations
A-202 South Tower Elevations
A-301 Building Sections
A-321 Wall Sections
A-481 Interior Elevations
A-501 Exterior Details
A-611 Schedules, Door Types & Details
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S402 Tower Framing Elevations, Sections & Details
S403 Roof Framing Sections & Details

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All

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Addendum #1

July 20, 2018

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<u>Addendum #2</u>	<u>July 24, 2018</u>	<u>26</u>
<u>Addendum #3</u>	<u>July 27, 2018</u>	<u>10</u>
<u>Addendum #4</u>	<u>July 31, 2018</u>	<u>87</u>
<u>Addendum #5</u>	<u>August 3, 2018</u>	<u>45</u>

...

Andrew Gilich, Mayor

Dan Hensarling, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:24:39 on 08/22/2018 under Order No. 1623989848 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Wanda Elliott

(Signed)

Executive Assistant

(Title)

22 August 2018

(Dated)



AIA[®] Document A101[™] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Eighth day of August in the year Two Thousand Eighteen (In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

17069 Small Craft Harbor Pedestrian Overpass
Highway 90
Biloxi, MS

THE OWNER:
(Name, legal status and address)

City of Biloxi
140 Lameuse Street
Biloxi, MS 39530

THE CONTRACTOR:
(Name, legal status and address)

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

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request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in this Exhibit A, Article A.3.2.2.

§ A.2.3 Required Property Insurance

§ A.2.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until final payment has been made as provided in Article 9.10 of the AIA A201-2017 or until no person or entity other than the Owner has an insurable interest in the property required by this Section A.2.3 to be covered, whichever is later. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 The Contractor shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the property insurance requires minimum deductibles, the Contractor shall pay the deductible and all other costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

A.2.3.1.5 The insurance required by this Section A.2.3.1 shall provide coverage for physical damage to property while it is in storage and in transit to the construction site on an 'all-risks' completed value form.

A.2.3.1.6 The insurance required by this Section A.2.3.1 shall provide coverage for property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

Init.

- § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

- § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner and Architect as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies, and the Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

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Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

A.3.1.4 Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, and Two Million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000) each accident, One Hundred Thousand (\$ 100,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to

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purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	The amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others.
Performance Bond	The amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Eighth day of August in the year Two Thousand Eighteen

...

17069 Small Craft Harbor Pedestrian Overpass
Highway 90
Biloxi, MS

...

City of Biloxi
140 Lameuse Street
Biloxi, MS 39530

...

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

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The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance. The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in this Exhibit A, Article A.3.2.2.

...

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and

~~thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. final payment has been made as provided in Article 9.10 of the AIA A201-2017 or until no person or entity other than the Owner has an insurable interest in the property required by this Section A2.3 to be covered, whichever is later.~~ This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

...

~~§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner~~ The Contractor shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

...

~~§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~ Retentions. If the property insurance requires minimum deductibles, the Contractor shall pay the deductible and all other costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

...

A.2.3.1.5 The insurance required by this Section A.2.3.1 shall provide coverage for physical damage to property while it is in storage and in transit to the construction site on an 'all-risks' completed value form.

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A.2.3.1.6 The insurance required by this Section A.2.3.1 shall provide coverage for property owned by the Contractor and used on the Project, including scaffolding and other equipment.

...

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the ~~Owner~~ Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The ~~Owner~~ Contractor shall be responsible for all co-insurance penalties.

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§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner and Architect as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. and the

Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

...

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

...

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

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~~§ A.3.1.3 Additional Insured Obligations. To~~ § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

...

~~the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~ A.3.1.4 Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000) each occurrence, Two Million (\$ 2,000,000) general aggregate, and Two Million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ A.3.2.6 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000) each accident, One Hundred Thousand (\$ 100,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

...

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

...

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

...

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

...

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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Payment Bond

The amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others.

Performance Bond

The amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others.



City of Biloxi Standard Addendum

Whereas, the City of Biloxi, as a municipal corporation, has published these standard terms and conditions that will apply to all supplier, professional services and other vendor agreements.

Now, therefore, in consideration of mutual terms as described in the agreement between the parties (the "Contract"), the undersigned contracting party hereby agrees to the City of Biloxi standard terms and conditions, as follows:

1. **Term / No Automatic Renewal:** Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2021. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.
2. **Renewal / Extension of Term / CPI:** Any extension or renewal may be subject to approval by the Biloxi City Council and shall be subject to the terms of the City of Biloxi Standard Addendum that is in effect at that time. No CPI increase, if any, shall extend past June 30, 2021.
3. **Governing Law:** Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.
4. **Venue / Exclusive Jurisdiction:** The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.
5. **No Waiver of Warranties:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery resulting from a breach of express or implied warranties shall be of no force or effect.
6. **No Waiver of Damages:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that



may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery in any manner shall be of no force or effect.

7. **Arbitration:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.
8. **Waiver of Jury Trial:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.
9. **Force Majeure:** Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
10. **Conflict of Terms:** To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

Contracting Party:

Mayor:

NAME & TITLE (SIGNED)

A.M. Gilich, Jr., Mayor

Date: _____

NAME & TITLE (PRINT)

CONTRACT REFERENCE

Date: _____

Updated as of: June 26, 2017
COBSA062617