

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants & Projects Manager  
**Date:** September 13, 2016  
**Subject:** Shepard State Park Log Cabin Foundation & Site Work Contract Execution

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**REQUEST:**

The Economic Development and Planning Department requests City Council authorization to Award and Execute a Contract with Moran Hauling Inc. for the Shepard State Park Log Cabin Foundation & Site Work in an amount not to exceed \$298,600.00

**BACKGROUND:**

A two-story historic log cabin known as the “Wilson House” was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and it is presently located at the northeast corner of Dobson Road and Allen Road. The log cabin is being relocated to Shepard State Park to be used as a welcome center and general store for campers.

**DISCUSSION:**

The consulting engineer initially anticipated getting quotes for the structure relocation and bidding the site work improvements separately, but after further discussions with contractors and building movers, the engineer decided the best approach would be to combine the two activities together into the bid package. City Council authorized staff to advertise for bid on May 3, 2016, and a total of four bids were received June 9, 2016. Moran Hauling Inc., of Pass Christian, submitted the lowest and best bid of \$298,600.00. The work includes site work, construction of a parking lot with parking bumpers and striping, new RV dump station, sidewalks, utilities, building foundation, and relocation/reassembly of the log cabin. This project will be funded through Tidelands.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council authorize the Award and Execution of a Contract with Moran Hauling Inc. for the Shepard State Park Log Cabin Foundation & Site Work in an amount not to exceed \$298,600.00

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

**ATTACHMENT(S):**

1. Recommendation Letter/Official Bid Tabulation
2. Contract

June 14, 2016

Ms. Chandra Nicholson, P.E.  
Director of Economic Development  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

**RE: Shepard State Park Welcome Center Improvements Project  
Gautier, Mississippi  
Bid Evaluation / Recommendation**

Dear Ms. Nicholson:

As you know, bids were received on June 9, 2016 at the Gautier Council Chambers for the above referenced project. Four (4) bids were received. We have prepared and enclosed a bid tabulation for your review.

Moran Hauling, Inc., submitted the lowest bid of \$298,600.00. We have reviewed several references and found favorable responses. Therefore, subject to your attorney's review, the submission of the proper bonds and insurance by the Contractor, we are hereby recommending award of the contract to Moran Hauling, Inc.

Should you have any questions or comments, please do not hesitate to contact me at office: (228) 436-7612, cell: (228) 380-2275 or via email: [ben@bmaengineers.com](mailto:ben@bmaengineers.com).

Sincerely,



Benjamin Smith, P.E.  
Vice-President

Enclosure

**SHEPARD STATE PARK WELCOME CENTER IMPROVEMENTS**  
 CONTRACTOR'S BID TABULATION  
 BIDS RECEIVED JUNE 9, 2016 - 2:00 P.M. (LOCAL TIME)  
 CITY OF GAUTIER COUNCIL CHAMBERS  
 3333 HIGHWAY 90, GAUTIER, MS 39553

OWNER: CITY OF GAUTIER  
 ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.  
 BMA PROJECT #13-3399A-05

CERTIFICATE OF RESPONSIBILITY	Moran Hauling, Inc.	Twin L Construction, Inc.	Gulf Breeze Landscaping, LLC	M&D Construction Co.
ADDENDA RECEIVED AND ACKNOWLEDGED	17078 Magnolia Cove Dr.	8292 Firetower Rd.	PO Box 347	4006 Kreole Ave.
	Pass Christian, MS 39571	Pass Christian, MS 39571	Gautier, MS 39553	Moss Point, MS 39563
	09083-MC	08365-MC	07650-MC	05107-MC
	YES	YES	YES	YES

ITEM NO.	ITEM DESCRIPTION	QNTY	UNIT	UNIT PRICE	EXTENSION								
<b>BASE BID:</b>													
01505-A	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	\$6,959.00	\$6,959.00	\$10,000.00	\$10,000.00	\$26,000.00	\$26,000.00	\$20,000.00	\$20,000.00
01720-A	CONSTRUCTION LAYOUT	1	LS	\$2,050.00	\$2,050.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00
02050-A	REMOVAL OF TREES	1	LS	\$7,000.00	\$7,000.00	\$1,750.00	\$1,750.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
02050-B	REMOVAL OF EXISTING SEWER PUMP OUT STATION	1	LS	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
02227-A	UNCLASSIFIED EXCAVATION	1,100	CY	\$8.00	\$8,800.00	\$6.00	\$6,600.00	\$8.00	\$8,800.00	\$8.00	\$8,800.00	\$10.00	\$11,000.00
02227-B	BORROW MATERIAL, SANDY CLAY	450	CY	\$12.00	\$5,400.00	\$12.35	\$5,557.50	\$14.00	\$6,300.00	\$15.00	\$6,750.00	\$22.00	\$9,900.00
02227-C	BORROW MATERIAL, CLEAN SAND	450	CY	\$12.00	\$5,400.00	\$12.35	\$5,557.50	\$16.00	\$7,200.00	\$28.00	\$12,600.00	\$22.00	\$9,900.00
02234-A	GRANULAR BASE COURSE, 6" THICK	50	SY	\$30.00	\$1,500.00	\$12.50	\$625.00	\$35.00	\$1,750.00	\$12.00	\$600.00	\$40.00	\$2,000.00
02234-B	STONE CONSTRUCTION ENTRANCE	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
02243-A	GEOTEXTILE FABRIC	1,400	SY	\$3.00	\$4,200.00	\$2.34	\$3,276.00	\$3.50	\$4,900.00	\$1.00	\$1,400.00	\$2.00	\$2,800.00
02295-A	SILT FENCE	1,100	LF	\$3.00	\$3,300.00	\$5.00	\$5,500.00	\$3.75	\$4,125.00	\$3.00	\$3,300.00	\$3.50	\$3,850.00
02295-B	STRAW WATTLES	150	LF	\$5.00	\$750.00	\$5.00	\$750.00	\$7.25	\$1,087.50	\$5.00	\$750.00	\$5.00	\$750.00
02520-A	CONCRETE PAVEMENT	1,925	SY	\$60.00	\$115,500.00	\$56.00	\$107,800.00	\$48.00	\$92,400.00	\$45.00	\$86,625.00	\$49.50	\$95,287.50
02522-A	CONCRETE SIDEWALK	440	SY	\$45.00	\$19,800.00	\$46.00	\$20,240.00	\$43.00	\$18,920.00	\$46.00	\$20,240.00	\$58.50	\$25,740.00
02522-B	DETECTABLE/TACTILE WARNING SURFACE TILES (CAST-IN-PLACE)	15	SF	\$7.00	\$105.00	\$66.00	\$990.00	\$18.00	\$270.00	\$20.00	\$300.00	\$25.00	\$375.00
02580-A	PAINTED STRIPING & THERMOPLASTIC LEGENDS	1	LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,496.00	\$3,496.00
02580-B	PARKING BUMPERS	15	EA	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$150.00	\$2,250.00	\$100.00	\$1,500.00	\$200.00	\$3,000.00
02585-A	REFLECTORIZED TRAFFIC SIGNS	2	EA	\$300.00	\$600.00	\$250.00	\$500.00	\$350.00	\$700.00	\$700.00	\$1,400.00	\$200.00	\$400.00
02661-A	2" WATER SERVICE	1	LS	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$1,800.00	\$1,800.00	\$250.00	\$250.00	\$4,953.05	\$4,953.05
02661-B	1" WATER SERVICE	1	LS	\$800.00	\$800.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$2,217.20	\$2,217.20
02723-A	18" HDPE CULVERT	50	LF	\$35.00	\$1,750.00	\$21.00	\$1,050.00	\$26.50	\$1,325.00	\$40.00	\$2,000.00	\$23.34	\$1,167.00
02730-A	6" PVC SEWER	250	LF	\$30.00	\$7,500.00	\$10.00	\$2,500.00	\$5.00	\$1,250.00	\$12.00	\$3,000.00	\$15.50	\$3,875.00
02730-B	6" PVC CLEANOUT	4	EA	\$500.00	\$2,000.00	\$150.00	\$600.00	\$300.00	\$1,200.00	\$200.00	\$800.00	\$250.00	\$1,000.00
02730-C	RV DUMP STATION	1	LS	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00
02841-A	MAINTENANCE OF TRAFFIC	1	LS	\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
02931-A	PLANT ESTABLISHMENT (HYDRO-SEEDING)	0.5	AC	\$4,500.00	\$2,250.00	\$3,000.00	\$1,500.00	\$6,500.00	\$3,250.00	\$2,800.00	\$1,400.00	\$5,227.20	\$2,613.60
02931-B	EROSION CONTROL MAT	450	SY	\$2.00	\$900.00	\$2.50	\$1,125.00	\$2.00	\$900.00	\$1.50	\$675.00	\$2.00	\$900.00
02931-C	SOLID SOD (CENTIPEDE)	1,200	SY	\$6.00	\$7,200.00	\$2.85	\$3,420.00	\$6.25	\$7,500.00	\$3.50	\$4,200.00	\$23.50	\$28,200.00
08177-A	BUILDING FOUNDATION	1	LS	\$29,500.00	\$29,500.00	\$18,700.00	\$18,700.00	\$22,000.00	\$22,000.00	\$38,740.00	\$38,740.00	\$23,000.00	\$23,000.00
13000-A	BUILDING RELOCATION	1	LS	\$55,000.00	\$55,000.00	\$78,000.00	\$78,000.00	\$96,000.00	\$96,000.00	\$98,640.00	\$98,640.00	\$92,000.00	\$92,000.00
<b>TOTAL BASE BID</b>					<b>\$320,455.00</b>		<b>\$298,600.00</b>		<b>\$325,927.50</b>		<b>\$343,670.00</b>		<b>\$384,724.35</b>

\*Mathematical Errors have been identified and/or corrected.

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Benjamin Smith*  
 BENJAMIN SMITH, P.E. VICE-PRESIDENT



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER (“Owner”) and  
MORAN HAULING, INC. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Shepard State Park Log Cabin Welcome Center Foundation & Sitework Project.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Brown, Mitchell & Alexander, Inc.

3.02 The Owner has retained Brown, Mitchell & Alexander, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
01505-A	MOBILIZATION	LS	1	\$6,959.00	\$6,959.00
01720-A	CONSTRUCTION LAYOUT	LS	1	\$2,500.00	\$2,500.00
02050-A	REMOVAL OF TREES	LS	1	\$1,750.00	\$1,750.00
02050-B	REMOVAL OF EXISTING SEWER PUMP OUT STATION	LS	1	\$2,000.00	\$2,000.00
02227-A	UNCLASSIFIED EXCAVATION	CY (PM)	1,100	\$6.00	\$6,600.00
02227-B	BORROW MATERIAL, SANDY CLAY	CY (PM)	450	\$12.35	\$5,557.50
02227-C	BORROW MATERIAL, CLEAN SAND	CY (FM)	450	\$12.35	\$5,557.50
02234-A	GRANULAR BASE COURSE, 6" THICK	SY	50	\$12.50	\$625.00
02234-B	STONE CONSTRUCTION ENTRANCE	LS	1	\$3,000.00	\$3,000.00
02243-A	GEOTEXTILE FABRIC	SY	1,400	\$2.34	\$3,276.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02295-A	SILT FENCE	LF	1,100	\$5.00	\$5,500.00
02295-B	STRAW WATTLES	LF	150	\$5.00	\$750.00
02520-A	CONCRETE PAVEMENT	SY	1,925	\$56.00	\$107,800.00
02522-A	CONCRETE SIDEWALK	SY	440	\$46.00	\$20,240.00
02522-B	DETECTABLE/TACTILE WARNING SURFACE TILES (CAST-IN-PLACE)	SF	15	\$66.00	\$990.00
02580-A	PAINTED STRIPING & THERMOPLASTIC LEGENDS	LS	1	\$12,000.00	\$12,000.00
02580-B	PARKING BUMPERS	EA	15	\$100.00	\$1,500.00
02585-A	REFLECTORIZED TRAFFIC SIGNS	EA	2	\$250.00	\$500.00
02661-A	2" WATER SERVICE	LS	1	\$300.00	\$300.00
02661-B	1" WATER SERVICE	LS	1	\$300.00	\$300.00
02723-A	18" HDPE CULVERT	LF	50	\$21.00	\$1,050.00
02730-A	6" PVC SEWER	LF	250	\$10.00	\$2,500.00
02730-B	6" PVC CLEANOUT	EA	4	\$150.00	\$600.00
02730-C	RV DUMP STATION	LS	1	\$2,500.00	\$2,500.00
02841-A	MAINTENANCE OF TRAFFIC	LS	1	\$1,500.00	\$1,500.00
02931-A	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	0.5	\$3,000.00	\$1,500.00
02931-B	EROSION CONTROL MAT	SY	450	\$2.50	\$1,125.00
02931-C	SOLID SOD (CENTIPEDE)	SY	1,200	\$2.85	\$3,420.00
08177-A	BUILDING FOUNDATION	LS	1	\$18,700.00	\$18,700.00
13000-A	BUILDING RELOCATION	LS	1	\$78,000.00	\$78,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					<b>\$298,600.00</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities

are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \_\_\_\_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. Projects with a Contract total amount of less than \$250,000 and no subcontractor:
      - i. Ninety percent (90%) of Work completed (with the balance being retainage).
      - ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).
    - b. On projects in which the total Contract Price is \$250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
  2. Performance bond (pages 1 to 3, inclusive).
  3. Payment bond (pages 1 to 3, inclusive).
  4. Other bonds.
    - a. [ ] (pages [ ] to [ ], inclusive).
  5. General Conditions (pages 1 to 65, inclusive).
  6. Supplementary Conditions (pages 1 to 14, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Shepard State Park Log Cabin Welcome Center Foundation & Sitework Project.
  9. Addendum 1, issued June 6, 2016 (numbers 1 to 1, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 9, inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions – Not Applicable*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF GAUTIER

MORAN HAULING, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

3330 Highway 90

17078 Magnolia Cove Dr.

Gautier, MS 39553

Pass Christian, MS 39571

License No.: 09083-MC  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*